

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Buzzmedia		01/18/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	85243014	ABSOLUTE PUNK
Serial Number:	85726310	SPIN
Serial Number:	85091971	BRANDED SOCIAL PROGRAMMING
Serial Number:	85127386	POP CULTURE AMPLIFIED
Serial Number:	85243029	SL SOCIALITE LIFE
Serial Number:	85243023	SOCIALITE LIFE
Serial Number:	85243021	
Serial Number:	78804624	PUREVOLUME
Serial Number:	78804622	PUREVOLUME.COM
Serial Number:	78804616	PUREVOLUME.COM
Serial Number:	78804611	PUREVOLUME
Serial Number:	78804594	PUREVOLUME.COM
Serial Number:	77593623	BUZZMEDIA
Serial Number:	77860899	WHAT WOULD TYLER DURDEN DO?

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Serial Number:	77860895	WWTDD
Serial Number:	77691467	CELEBUZZ
Serial Number:	77691465	CELEBUZZ
Serial Number:	77004912	XLR8R
Serial Number:	77187404	EGOTASTIC
Serial Number:	77327097	FRISKY
Serial Number:	77327070	FRISKY
Serial Number:	77217024	BUZZNET
Serial Number:	77217018	BUZZNET
Serial Number:	77188644	EGOTASTIC
Serial Number:	76677937	STEREOGUM
Serial Number:	76677936	STEREOGUM.COM
Serial Number:	76677935	STEREOGUM.COM

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 858-677-1400
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-297
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	01/28/2013

Total Attachments: 5
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of January 18, 2013 by and between SILICON VALLEY BANK ("Bank") and BUZZMEDIA ("Grantor") and amends and restates, in its entirety, that certain Intellectual Property Security Agreement executed by Grantor in favor of Bank dated as of November 1, 2010 (the "Original IP Agreement").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated January 18, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor, and Bank as applicable, hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Schedules A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

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EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ABSOLUTE PUNK	85243014	2/15/11
SPIN	85726310	9/11/12
BRANDED SOCIAL PROGRAMMING	85091971	7/23/10
POP CULTURE AMPLIFIED	85127386	9/10/10
SL SOCIALITE LIFE	85243029	2/15/11
SOCIALITE LIFE	85243023	2/15/11
Design	85243021	2/15/11
PUREVOLUME	78804624	2/1/06
PUREVOLUME.COM	78804622	2/1/06
PUREVOLUME.COM	78804616	2/1/06
PUREVOLUME	78804611	2/1/06
PUREVOLUME.COM	78804594	2/1/06
BUZZMEDIA	77593623	10/15/08
WHAT WOULD TYLER DURDEN DO?	77860899	10/29/09
WWTDD	77860895	10/29/09
CELEBUZZ	77691467	3/16/09
CELEBUZZ	77691465	3/16/09
XLR8R	77004912	9/22/06
EGOTASTIC	77187404	5/22/07
FRISKY	77327097	11/12/07
FRISKY	77327070	11/12/07
BUZZNET	77217024	6/27/07
BUZZNET	77217018	6/27/07
EGOTASTIC	77188644	5/23/07
STEREOGUM	76677937	6/7/07
STEREROGUM.COM	76677936	6/7/07
STEREROGUM.COM	76677935	6/7/07

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