

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
Demand Media, Inc.		08/29/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Banking corporation: CALIFORNIA

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Serial Number:	85971922	SOCIETY6
Serial Number:	85971062	SOCIETY6
Serial Number:	85971057	SOCIETY6
Serial Number:	85811583	CRACKED
Serial Number:	85811582	DEMAND MEDIA
Serial Number:	85811577	EHOW
Registration Number:	4301379	HOTKEYS
Serial Number:	85685691	HOTKEYS
Registration Number:	4291530	CREATIVEBUG
Registration Number:	4146569	EHOW
Registration Number:	4248584	DM
Registration Number:	4111966	INDIECLICK
Registration Number:	4220536	RSS GRAFFITI
Registration Number:	4059268	COVERITLIVE

CH \$1415.00 85971922

Registration Number:	4136749	TYPE F
Registration Number:	4246644	TYPE F
Registration Number:	4136748	TYPE F
Registration Number:	4246643	TYPE F
Registration Number:	4246641	TYPE F
Serial Number:	85125255	GOLFLINK
Registration Number:	3991147	EHOW
Registration Number:	3913392	DEMAND MEDIA
Registration Number:	3913391	DEMAND MEDIA
Registration Number:	3866006	CRACKED
Registration Number:	3671075	DEMAND MEDIA
Registration Number:	3193110	PLUCK
Registration Number:	3442392	CRACKED
Registration Number:	3191987	CRACKED
Registration Number:	2869585	EASYJOURNAL
Registration Number:	3684395	TRAILS.COM
Registration Number:	3935327	DEMAND MEDIA
Registration Number:	3935326	DEMAND MEDIA
Registration Number:	3935325	DEMAND MEDIA
Registration Number:	3653545	DARE TO
Registration Number:	3559667	FLIGHTLEVEL350.COM
Registration Number:	3658780	DEMAND STUDIOS
Registration Number:	3411127	TRAILS.COM
Registration Number:	3456458	EXPERT VILLAGE
Registration Number:	3517170	CHANNELME.TV
Registration Number:	3517169	CHANNELME
Registration Number:	3397178	SITELIFE
Registration Number:	3540757	ANSWERBAG
Registration Number:	3828621	EHOW
Registration Number:	4139298	TYPEF
Registration Number:	4234264	TYPEF
Registration Number:	4139297	TYPEF
Registration Number:	4234263	TYPEF
Registration Number:	4234262	TYPEF
Registration Number:	2991274	ARCADETOWN

	2903990	GRAND PRIX CARD TOURNAMENTS
Registration Number:	2719175	BULKREGISTER
Registration Number:	2799794	DUPLICATE SPADES
Registration Number:	2578576	QUICK INSPIRATIONS
Registration Number:	2594002	RUN THE PLANET
Registration Number:	2586102	TOPOZONE
Registration Number:	3778445	YOUSTART

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	51285-31850
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/29/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 29, 2013, is made by DEMAND MEDIA, INC. ("*Grantor*") in favor of SILICON VALLEY BANK, as administrative agent (together with its successors, in such capacity, the "*Administrative Agent*") for the banks and other financial institutions or entities (each a "*Lender*" and, collectively, the "*Lenders*") from time to time parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), among Grantor, the Lenders party thereto, the Administrative Agent and the other parties thereto.

RECITALS

A. The Lenders have 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 the Credit Agreement. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks and Patents to secure the Secured Obligations (as defined in the Guarantee and Collateral Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. Pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent 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 the Secured Obligations (as defined in the Guarantee and Collateral Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations (as defined in the Guarantee and Collateral Agreement), Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 Administrative Agent, for the ratable benefit of the Secured Parties, under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent or any Lender as a matter of law or equity. Each

right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the other 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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GRANTOR:

DEMAND MEDIA, INC.

By: _____

Name: Mel Tang

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK, as Administrative Agent

By: Victoria Regan

Title: Director

EXHIBIT A

Copyrights

<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
TX 6-881-755	10/14/2008	How to Get a Bad-Credit Personal Loan
TX 6-883-654	10/20/2008	Hot to Get a No-Credit-Check Personal Loan
TX 6-883-655	10/20/2008	How to Convert a Vehicle to Natural Gas
TX 6-883-612	10/20/2008	How to Lose Weight Fast
TX 6-883-678	10/20/2008	How to Find People's Cell Phone Numbers
TX 6-884-315	10/21/2008	How to Recognize the Symptoms of Liver Disease
TX 6-884-308	10/21/2008	How to Get a Student Loan With Bad Credit
TX 6-884-305	10/21/2008	How to Become an Ultrasound Technician
TX 7-322-460	2/8/2011	You Might Be a Zombie and Other Bad News: Shocking but Utterly True Facts

EXHIBIT C

Trademarks

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
1.	SOCIETY6	85971922	6/27/2013		
2.	SOCIETY6	85971062	6/26/2013		
3.	SOCIETY6	85971057	6/26/2013		
4.	CRACKED	85811583	12/27/2012		
5.	DEMAND MEDIA	85811582	12/27/2012		
6.	EHOW	85811577	12/27/2012		
7.	HOTKEYS	85685700	7/24/2012	4301379	3/12/2013
8.	HOTKEYS	85685691	7/24/2012		
9.	CREATIVEBUG	85632112	5/22/2012	4291530	2/19/2013
10.	EHOW <i>Stylized Letters</i> 	85434553	9/28/2011	4146569	5/22/2012
11.	DM <i>Stylized Letters</i> 	85428036	9/21/2011	4248584	11/27/2012
12.	INDIECLICK	85408176	8/26/2011	4111966	3/13/2012
13.	RSS GRAFFITI	85394857	8/10/2011	4220536	10/9/2012
14.	COVERITLIVE	85264223	3/11/2011	4059268	11/22/2011
15.	TYPE F	85261314	3/8/2011	4136749	5/1/2012
16.	TYPE F	85261269	3/8/2011	4246644	11/20/2012
17.	TYPE F	85261266	3/8/2011	4136748	3/16/2012
18.	TYPE F	85261259	3/8/2011	4246643	11/20/2012
19.	TYPE F	85261210	3/8/2011	4246641	11/20/2012
20.	GOLFLINK	85125255	9/8/2010		
21.	EHOW	85072915	6/28/2010	3991147	7/5/2011
22.	DEMAND MEDIA	85024461	4/27/2010	3913392	2/1/2011
23.	DEMAND MEDIA	85024458	4/27/2010	3913391	2/1/2011
24.	CRACKED	78981406	8/15/2005	3866006	10/19/2010

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
25.	DEMAND MEDIA	78921932	7/3/2006	3671075	8/18/2009
26.	PLUCK	78814213	2/14/2006	3193110	1/2/2007
27.	CRACKED	78693032	8/15/2005	3442392	6/3/2008
28.	CRACKED	78689016	8/9/2005	3191987	1/2/2007
29.	EASYJOURNAL	78277487	7/22/2003	2869585	8/3/2004
30.	TRAILS.COM	77975241	4/27/2007	3684395	9/15/2009
31.	DEMAND MEDIA	77877394	11/20/2009	3935327	3/22/2011
32.	DEMAND MEDIA	77877393	11/20/2009	3935326	3/22/2011
33.	DEMAND MEDIA	77877390	11/20/2009	3935325	3/22/2011
34.	DARE TO	77511395	6/30/2008	3653545	7/14/2009
35.	FLIGHTLEVEL350. COM	77288633	9/25/2007	3559667	1/13/2009
36.	DEMAND STUDIOS	77288626	9/25/2007	3658780	7/21/2009
37.	TRAILS.COM	77167879	4/27/2007	3411127	4/8/2008
38.	EXPERT VILLAGE	77157430	4/16/2007	3456458	7/1/2008
39.	CHANNELME.TV	77105173	2/12/2007	3517170	10/14/2008
40.	CHANNELME	77105060	2/12/2007	3517169	10/14/2008
41.	SITELIFE	77068404	12/20/2006	3397178	3/18/2008
42.	ANSWERBAG	77038975	11/7/2006	3540757	12/2/2008
43.	EHOW	77007837	9/26/2006	3828621	8/3/2010
44.	TYPEF	76706259	1/31/2011	4139298	5/8/2012
45.	TYPEF	76706257	1/31/2011	4234264	10/30/2012
46.	TYPEF	76706256	1/31/2011	4139297	5/8/2012
47.	TYPEF	76706253	1/31/2011	4234263	10/30/2012
48.	TYPEF	76706252	1/31/2011	4234262	10/30/2012
49.	ARCADETOWN	76575982	2/17/2004	2991274	9/6/2005
50.	GRAND PRIX CARD TOURNAMENTS	76573670	1/28/2004	2903990	11/16/2004
51.	BULKREGISTER	76431795	7/18/2002	2719175	5/27/2003
52.	DUPLICATE SPADES	76422259	6/17/2002	2799794	8/7/1998

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
53.	QUICK INSPIRATIONS	76315406	9/20/2001	2578576	6/11/2002
54.	RUN THE PLANET	76175296	12/4/2000	2594002	7/16/2002
55.	TOPOZONE	75928408	2/25/2000	2586102	6/25/2002
56.	YOUSTART ¹	77098203	2/2/2007	3778445	4/20/2010

¹ Mark is being assigned to Demand Media, Inc.