

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
RSVP Productions, Inc.		01/19/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	PlanetOut Inc.		
Street Address:	1355 Sansome Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	73219453	RSVP	
Serial Number:	75085464	IT'S ABOUT YOUR JOURNEY ON THIS PLANET!	
Serial Number:	75085471	CLUB RSVP	
Serial Number:	78755260	RSVP	
Serial Number:	78755264	RSVIP	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.434.1600		
Email:	trademark@howardrice.com		
Correspondent Name:	Carole F. Barrett		
Address Line 1:	Three Embarcadero Center, 7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	15320.0022		

CH \$140.00 73219453

NAME OF SUBMITTER:	Carole F. Barrett
Signature:	/CFB_lmd/
Date:	02/01/2006
Total Attachments: 6 source=rsvp_po_011906#page1.tif source=rsvp_po_011906#page2.tif source=rsvp_po_011906#page3.tif source=rsvp_po_011906#page4.tif source=rsvp_po_011906#page5.tif source=rsvp_po_011906#page6.tif	

TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of January 19, 2006, is made by RSVP Productions, Inc., a Minnesota corporation ("Grantor"), in favor of PlanetOut Inc., a Delaware corporation ("Lender").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and between Grantor and Lender (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Lender to extend the financial accommodations as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to Lender this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein. In addition, the following capitalized terms shall have the following respective meanings:

"Copyright License" shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement by virtue of which Grantor licenses or is licensed any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT

TRADEMARK
REEL: 003238 FRAME: 0651

“Patent License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor by virtue of which Grantor licenses or is licensed any right with respect to any invention on which a Patent is in existence.

“Patents” shall mean all of the following: (a) all patents of the United States or of any other country, all registrations and recordings thereof, and all applications for patents of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any territory thereof, or any other country, (b) all reissues, continuations, continuations-in-part, divisions, renewals and extensions thereof, and (c) all inventions and improvements described or claimed in any of the foregoing, and all trade secrets and know-how related to any of the foregoing or to Borrower's business.

“Trademark License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor by virtue of which Grantor licenses or is licensed any right to use any Trademark.

“Trademarks” shall mean all of the following: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned or used by, or licensed to or from, Grantor, and regardless of where located (collectively, the “Intellectual Property Collateral”):

2.1 all of Grantor's Trademarks and Trademark Licenses to which it is a party, including the Registered Intellectual Property of Borrower referred to in Part A to Schedule I hereto;

2.2 all of Grantor's Copyrights and Copyright Licenses to which it is a party, including the Registered Intellectual Property of Borrower referred to in Part B to Schedule I hereto;

2.3 all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT

TRADEMARK
REEL: 003238 FRAME: 0652

2.4 all Proceeds of the foregoing.

3. Loan Agreement. The Liens granted pursuant to this Agreement are granted in conjunction with the Liens granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Further Agreement. Grantor further agrees that it has the obligation, at its own cost unless otherwise consented to in writing by Lender, to maintain the value of the Intellectual Property Collateral, including without limitation the obligation to protect the Intellectual Property Collateral from infringement, unfair competition, dilution or other violation or damage by all appropriate actions including the commencement of legal action seeking injunction, damages, and other appropriate remedies, and to defend the Intellectual Property Collateral from claims of third party ownership, infringement, invalidity, unfair competition, or damage including the defense or any legal actions making such claims, and to diligently prosecute and maintain the Intellectual Property Collateral.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

RSVP Productions, Inc.

By: [Signature]
Name: Paul [unclear]
Title: [unclear]

Agreed to and Acknowledged by:

"Lender"

PLANETOUT, INC.

By: [Signature]
Name: Jonathan T. [unclear]
Title: Senior Executive Officer

TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT

SCHEDULE I
to
**TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

PART A: Registered Intellectual Property (Trademarks and Trademark Licenses)

Mark	Application No.	Date filed	Registration No.	Registration date
RSVP and design	73/219,453	6/13/1979	1,160,334	7/7/1981
IT'S ABOUT YOUR JOURNEY ON THIS PLANET!	75/085,464	4/8/1996	2,054,882	4/22/1997
CLUB RSVP and design	75/085,471	4/8/1996	2,061,011	5/13/1997
RSVP & Design (new)	78/755,260	11/16/2005	pending	
RSVIP & Design	78/755,264	11/16/2005	pending	

TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT

**TRADEMARK
REEL: 003238 FRAME: 0655**

SCHEDULE I
to
**TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**
[cont'd]

PART B: Registered Intellectual Property (Copyrights and Copyright Licenses)

Borrower has no registered copyrights.

TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT