

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LPI Media Inc.		09/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX Venture Finance LLC
Street Address:	1177 Avenue of the Americas
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2296012	ALYSON
Registration Number:	1733019	ALYSON WONDERLAND
Registration Number:	2301140	HIV PLUS
Registration Number:	1751263	OUT
Registration Number:	2382209	OUT TO PARTY
Registration Number:	2852035	OUT TRAVELER
Registration Number:	2052108	OUT.COM
Registration Number:	1723673	THE ADVOCATE

CORRESPONDENCE DATA

Fax Number: (415)393-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-393-2560
 Email: john.connolly@bingham.com
 Correspondent Name: John P. Connolly, Bingham McCutchen LLP

CH \$215.00 2296012

Address Line 1: Three Embarcadero Center
Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	0000321370 LPI MEDIA INC.
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	10/23/2006

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2006 by and between **ORIX Venture Finance LLC** ("ORIX") and **LPI Media Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated September 28, 2006 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants, as of the date hereof, that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) within 30 days after filing of any application for any such registration, providing Secured Party with a copy of such application and (ii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, within 30 days of the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of

authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as of the date first written above.

Address of Grantor:

LPI Media Inc.
c/o PlanetOut Inc.
1355 Sansome Street
San Francisco, CA 94111
Attn: Todd Hugel
fax: (415) 834-6378

LPI Media Inc.

By 
Title CHIEF FINANCIAL OFFICER

Address of ORIX:

Address and facsimile number for notices:

ORIX Venture Finance LLC,
1177 Avenue of the Americas, 5th Floor,
New York, NY 10036
Attn: Kevin Sheehan
Fax: (212) 739-1705

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

With a copy to:

ORIX Venture Finance LLC,
151 Lytton Avenue, Palo Alto,
CA 94301,
Attention: Mr. Michael David.
Fax: (650) 617-0706

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as of the date first written above.

Address of Grantor:

LPI Media Inc.

LPI Media Inc.
c/o PlanetOut Inc.
1355 Sansome Street
San Francisco, CA 94111
Attn: Todd Huge
fax: (415) 834-6378


By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

Address and facsimile number for notices:

ORIX Venture Finance LLC,
1177 Avenue of the Americas, 5th Floor,
New York, NY 10036
Attn: Kevin Sheehan
Fax: (212) 739-1705

By 
Kevin P. Sheehan,
President and CEO

With a copy to:

ORIX Venture Finance LLC,
151 Lytton Avenue, Palo Alto,
CA 94301,
Attention: Mr. Michael David.
Fax: (650) 617-0706

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration #</u>	<u>Reg. Date</u>
ALYSON	USA	2296012	11/30/1999
ALYSON WONDERLAND & Design	USA	1733019	11/17/1992
HIV PLUS	USA	2301140	12/14/1999
OUT	USA	1751263	2/9/1993
OUT TO PARTY	USA	2382209	9/5/2000
OUT TRAVELER	USA	2852035	6/8/2004
OUT.COM	USA	2052108	4/15/1997
THE ADVOCATE Stylized	USA	1723673	10/13/1992