

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Demand Entertainment, Inc.		11/17/2006	CORPORATION: DELAWARE
Social Labs, LLC		11/17/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2387655	GAMER' S ALLIANCE
Registration Number:	2376314	PLAY4PRIZES
Registration Number:	2381429	FUNONE.COM
Registration Number:	2514767	JUST SAY WOW!
Registration Number:	2514768	FUNPAGELAND.COM
Registration Number:	2539744	DUSTCLOUD.COM
Registration Number:	2539745	JUSTPIGS.COM
Registration Number:	2517077	FLOWGO
Registration Number:	2529710	FUNSTUN
Registration Number:	2517204	SEND4FUN
Registration Number:	2748129	CONTAGIOUS ENTERTAINMENT
Registration Number:	2610317	FUNBUG.COM
Registration Number:	2618666	FUNBUG

OP \$590.00 2387655

Registration Number:	2679015	
Registration Number:	2692319	INTELLIGENTX
Registration Number:	2638332	INTELLIGENT X
Registration Number:	2536757	CUPID JUNCTION
Registration Number:	2362637	INFOBEAT
Serial Number:	78482816	GRAB
Registration Number:	2955231	SUPERNATING SUPERDUDES
Registration Number:	2578576	QUICK INSPIRATIONS
Registration Number:	2895977	GRAB
Registration Number:	2895976	GRAB IT

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00220
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	11/20/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of November, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated August 1, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among DEMAND MEDIA, INC., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent and each other Person that joins the Credit Agreement as a "Borrower" in accordance with the provisions of Section 5.16 of the Credit Agreement, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Joinder Agreement dated November 17, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Joinder Agreement"; wherein each Grantor joins in and agrees to be bound by each and all of the provisions of the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement; and

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) 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;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. As set forth in the Security Agreement, Grantors shall give notice in writing to Agent with respect to any such new material trademarks or renewal or extension of any material trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or"

has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

DEMAND ENTERTAINMENT, INC.,
a Delaware corporation

By: Sarah Akhtar
Name: SARAH AKHTAR
Title: Assistant Secretary

SOCIAL LABS, LLC,
a Delaware limited liability company

By: Demand Entertainment, Inc,
its sole member

By: Sarah Akhtar
Name: SARAH AKHTAR
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]
[DEMAND ENTERTAINMENT AND SOCIAL LABS]

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: Thomas Fordtke

Name: THOMAS FORDTKE

Title: VP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]
[DEMAND ENTERTAINMENT AND SOCIAL LABS]

TRADEMARK
REEL: 003431 FRAME: 0427

Schedule I**TRADEMARKS**

Mark	Reg. No. / App. No.	Status	Owner
GAMER'S ALLIANCE	2,387,655	Registered	Demand Entertainment, Inc.
PLAY4PRIZES	2,376,314	Registered	Demand Entertainment, Inc.
FUNONE.COM	2,381,429	Registered	Demand Entertainment, Inc.
JUST SAY WOW!	2,514,767	Registered	Demand Entertainment, Inc.
FUNPAGELAND.COM	2,514,768	Registered	Demand Entertainment, Inc.
DUSTCLOUD.COM	2,539,744	Registered	Demand Entertainment, Inc.
JUSTPIGS.COM	2,539,745	Registered	Demand Entertainment, Inc.
FLOWGO	2,517,077	Registered	Demand Entertainment, Inc.
FUNSTUN	2,529,710	Registered	Demand Entertainment, Inc.
SEND4FUN	2,517,204	Registered	Demand Entertainment, Inc.
CONTAGIOUS ENTERTAINMENT	2,748,129	Registered	Demand Entertainment, Inc.
FUNBUG.COM	2,610,317	Registered	Demand Entertainment, Inc.
FUNBUG	2,618,666	Registered	Demand Entertainment, Inc.
DESIGN ONLY (BUG)	2,679,015	Registered	Demand Entertainment, Inc.
INTELLIGENTX	2,692,319	Registered	Demand Entertainment, Inc.
INTELLIGENTX	2,638,332	Registered	Demand Entertainment, Inc.
CUPID JUNCTION	2,536,757	Registered	Social Labs, LLC
INFOBEAT	2,362,637	Registered	Demand Entertainment, Inc.
GRAB	78/482,816	Pending	Demand Entertainment, Inc.
SUPERNATING SUPERDUDES	2,955,231	Registered	Demand Entertainment, Inc.
QUICK INSPIRATIONS	2,578,576	Registered	Demand Entertainment, Inc.
GRAB	2,895,977	Registered	Demand Entertainment, Inc.

Mark	Reg. No. / App. No.	Status	Owner
GRAB IT	2,895,976	Registered	Demand Entertainment, Inc.
FUNBUG (Miscellaneous Design)	2,679,015	Registered	Demand Entertainment, Inc.

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RECORDED: 11/20/2006

TRADEMARK
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