

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Federated Media Publishing, Inc.		02/21/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	185 Berry Street		
<b>Internal Address:</b>	Bldg 1, Suite 3000		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94107		
<b>Entity Type:</b>	CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78740336	FM	
<b>Serial Number:</b>	78738434	FM PUBLISHING	
<b>Serial Number:</b>	78740347	FEDERATED MEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-393-2667		
<b>Email:</b>	benjamin.bang@bingham.com		
<b>Correspondent Name:</b>	Benjamin H. Bang, Bingham McCutchen LLP		
<b>Address Line 1:</b>	Three Embarcadero Center		
<b>Address Line 4:</b>	San Jose, CALIFORNIA 94111-4067		
<b>ATTORNEY DOCKET NUMBER:</b>	0000324274 SVB		
<b>NAME OF SUBMITTER:</b>	Mary Dougherty		

CH \$90.00 78740336

Signature:

/Mary Dougherty/

Date:

02/26/2007

**Total Attachments: 6**

source=SVB Federated Media tm security agmt#page1.tif

source=SVB Federated Media tm security agmt#page2.tif

source=SVB Federated Media tm security agmt#page3.tif

source=SVB Federated Media tm security agmt#page4.tif

source=SVB Federated Media tm security agmt#page5.tif

source=SVB Federated Media tm security agmt#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 21, 2007 by and between SILICON VALLEY BANK ("Bank") and FEDERATED MEDIA PUBLISHING, INC. ("Grantor").

### 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 Loan and Security Agreement by and among Bank and Grantor dated February 21, 2007 (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, patents, and mask works 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 hereby represents, warrants, covenants and agrees 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 (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto) which constitutes Collateral, 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 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.

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

GRANTOR:

Address of Grantor:

123 Second Street  
Sausalito, CA 95965

Attn:

FEDERATED MEDIA PUBLISHING, INC.

By: [Signature]  
Title: COO

BANK:

Address of Bank:

185 Berry Street  
Bldg 1, Suite 3000  
San Francisco, CA 94107

Attn:

SILICON VALLEY BANK

By: [Signature]  
Title: Relationship Manager

EXHIBIT A

Copyrights

SF21702728.1

**TRADEMARK**  
**REEL: 003488 FRAME: 0464**

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FM	78/740,336 (Application)	October 25, 2005
FM PUBLISHING	78/738,434 (Application)	October 21, 2005
FEDERATED MEDIA	78/740,347 (Application)	October 25, 2005

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

SF/21702728.1