

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Run The Planet, Inc.		10/31/2006	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Trails.com, Inc.		
Street Address:	710 Second Avenue, Suite 1130		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2594002	RUN THE PLANET	
CORRESPONDENCE DATA			
Fax Number:	(212)527-7701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.257.7700		
Email:	tmdocket@darbylaw.com		
Correspondent Name:	Laura J. Winston/Darby & Darby P.C.		
Address Line 1:	P.O. Box 770, Church Street Station		
Address Line 4:	New York, NEW YORK 10008-0770		
ATTORNEY DOCKET NUMBER:	20909/3202728-US0		
NAME OF SUBMITTER:	Laura J. Winston		
Signature:	/Laura J. Winston/		
Date:	09/18/2007		

OP \$40.00 2594002

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made and entered into as of October 31, 2006, by and among Run The Planet, Inc., a Washington corporation ("Assignor"), as assignor, in favor of Trails.com, Inc., a Washington Corporation ("Assignee"), as assignee, with reference to the following facts and circumstances (certain capitalized terms used in this Assignment are defined in Exhibit A attached hereto):

RECITALS

WHEREAS, on October 31, 2006, Assignor and Trails.com, Inc., a Washington Corporation Assignee entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to sell certain intellectual property assets of Assignor to Trails.com, Inc., Assignee;

WHEREAS, pursuant to Sections 1.1, 2.2(b)(vi), and 6.2(f) and (g) of the Asset Purchase Agreement, Demand Media has designated Assignee to purchase, acquire, and accept the intellectual property assets of Assignor identified on Schedule I attached hereto; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor agreed to enter into this Assignment, and Trails.com, Inc., Assignee, would not have entered into the Asset Purchase Agreement but for Assignor's execution of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Proprietary Rights. Assignor hereby sells, transfers, and assigns to Assignee all right, title, and interest in and to all Internet domain names set forth on Schedule I attached hereto and all Intellectual Property used or reserved for use in connection with, or related to, the Business owned by any Assignor or in which any Assignor has any interest, including, without limitation, all physical media on which any such Intellectual Property is contained, including, but not limited to, the Intellectual Property set forth on Schedule I attached hereto, in the United States and all foreign countries, together with the goodwill and other intangible rights associated therewith (collectively, the "Transferred Intellectual Property"), and all common law and statutory right, title and interest in the Transferred Intellectual Property, all rights of registration, maintenance, renewal, and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past, present, and future infringements and of opposition, interference, and/or cancellation proceedings for protection of the Transferred Intellectual Property, and Assignor hereby waive all rights of *droit moral* or other moral rights with respect to the Transferred Intellectual Property, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's own name applications for patents and for trademark, service mark, and copyright registration in the United

States and in foreign countries in connection with the Transferred Intellectual Property, and to secure in Assignee's own name the patents and registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee, at Assignee's expense, in the establishment, registration, maintenance, preservation, and enforcement of Assignee's rights in or to the Transferred Intellectual Property. To the extent any right, title, or interest in and to any Transferred Intellectual Property cannot lawfully be assigned by Assignors to Assignee, Assignor hereby grants to Assignee an exclusive, fully paid-up, transferable, irrevocable, perpetual, worldwide license (with full rights to sublicense) to use, exploit, and practice any such nonassignable right, title, and interest. To the extent any right, title or interest in and to any Transferred Intellectual Property can neither be lawfully assigned nor licensed by Assignor to Assignee, Assignor hereby irrevocably waives and agrees never to assert such nonassignable and nonlicensable right, title or interest against Assignee or any of its affiliates or any of Assignee's successors in interest.

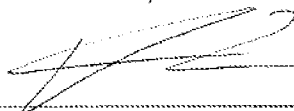
3. Further Acts. Assignor agrees to execute or cause to be executed any additional documents, and take or cause to be taken any further actions reasonably requested by Assignee to carry out the intent and purpose of the assignment set forth in Section 1 above ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the officers of Assignee, and of any successor of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorneys-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect or evidence the assignment set forth in Section 1 above.

4. Multiple Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Pages Follows)

ASSIGNEE:

TRAILS.COM, INC.



Doug Colbeck
General Manager of Hillclimb Media

STATE OF Washington)
) SS
COUNTY OF King)

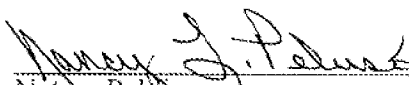
OJC

Trails

I, the undersigned, a Notary Public in and for said City/County, in the State aforesaid, do hereby certify that Doug Colbeck, General Manager of Trails.com, Inc., a Washington corporation, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument as such General Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

doing business as Hillclimb Media OJC

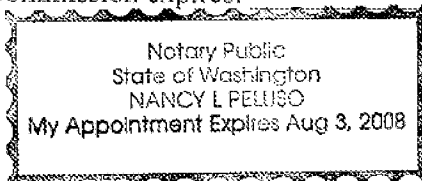
Given under my hand and notarial seal, this 31st day of October, 2006.



Notary Public

My Commission expires: 8-3-08

Notarial Seal



[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS]

EXHIBIT A

CERTAIN DEFINITIONS

“Business” shall mean the Run The Planet Business.

“Run The Planet Business” shall mean the content services associated with the runtheplanet.com website.

“Intellectual Property” shall mean any and all rights in or affecting intellectual or industrial property or other proprietary rights, existing now or in the future in the United States or anywhere in the universe. Intellectual Property includes, without limitation, any and all rights in, to, or subsisting in the following:

(a) all issued patents, reissued or reexamined patents, revivals of patents, divisions, continuations and continuations-in-part of patents, all renewals and extensions thereof utility models, and certificates of invention, regardless of country or formal name;

(b) all published or unpublished nonprovisional and provisional patent applications, including the right to file other or further applications, reexamination proceedings, invention disclosures and records of invention;

(c) all copyrights, copyrightable works, semiconductor topography and mask work rights, including, without limitation, all rights of authorship, use, publication, reproduction, distribution, performance, transformation, moral rights and ownership of copyrightable works, semiconductor topography works and mask works, the right to create derivative works, and all applications for registration, registrations, renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions;

(d) all trademarks, service marks, logos, trade names, Internet domain names, 1-800, 1-888, 1-877 and other “vanity” telephone numbers, together with the goodwill of the business associated therewith, all applications for registration and registrations thereof, renewals thereof, the right to bring opposition and cancellation proceedings and any and all rights under the laws of trade dress;

(e) all proprietary information and materials, whether or not patentable or copyrightable, and whether or not reduced to practice, including without limitation all technology, ideas, research and development, inventions, designs, manufacturing and operating specifications and processes, know-how, formulae, customer and supplier lists, shop rights, designs, drawings, patterns, trade secrets, confidential information, technical data, databases, data compilations and collections, computer programs, and all hardware, software and processes; and

(f) all other intangible assets, properties and rights; and

(g) all claims, causes of action, and rights to sue for past, present, and future infringement or unconsented use of any of the foregoing intellectual and other proprietary rights

Exhibit A

set forth in the foregoing paragraphs (a) through (f), the right to file applications and obtain registrations, and all rights arising therefrom and pertaining thereto and all products, proceeds, and revenues arising from or relating to any and all of the foregoing.

[Exhibit A]

SCHEDULE I

TRANSFERRED INTELLECTUAL PROPERTY

- runtheplanet.com
- runtheplanet.net
- runtheplanet.org
- runthisplanet.com
- findwheretorun.com
- runningcourses.com
- runningdescriptions.com
- runningracecalendar.com
- *(plus all code and content for such sites)*
- trademark to "RUN THE PLANET" filed on April 10, 2002

[Schedule I]