

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
Regent Entertainment Media Inc.		08/13/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PlanetOut Inc.
Street Address:	1355 Sansome Street
Internal Address:	Attn: Alex Paul
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2382209	OUT TO PARTY
Registration Number:	1723673	THE ADVOCATE
Registration Number:	1733019	ALYSON WONDERLAND
Registration Number:	1751263	OUT
Registration Number:	2052108	OUT.COM
Registration Number:	2296012	ALYSON
Registration Number:	2301140	HIV PLUS
Registration Number:	2852035	OUT TRAVELER
Registration Number:	1812891	FRESH MEN
Registration Number:	2158988	UNZIPPED
Registration Number:	2393097	MEN
Registration Number:	2599141	2
Registration Number:	2802478	BUYGAY.COM

CH \$365.00 2382209

Registration Number: 2993181 UNZIPPED VIDEO

CORRESPONDENCE DATA

Fax Number: (415)217-5910

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415.434.1600

Email: trademark@howardrice.com

Correspondent Name: HOWARD RICE NEMEROVSKI CANADY FALK & RAB

Address Line 1: 3 Embarcadero Center, 7th Fl.

Address Line 2: Attn: Catrine Galler Brown

Address Line 4: San Francisco, CALIFORNIA 94111-4024

ATTORNEY DOCKET NUMBER: 15320.0039

NAME OF SUBMITTER: Catrine Galler Brown

Signature: /CGB_dch/

Date: 08/15/2008

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, REGENT ENTERTAINMENT MEDIA INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Regent Releasing, L.L.C., a Texas limited liability company ("**Regent**") has entered into the Marketing Agreement, dated as of August 12, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Marketing Agreement**"), by and among Regent and PlanetOut Inc., a Delaware corporation ("**Secured Party**") pursuant to which Secured Party has agreed to provide certain marketing services to Regent in return for payment of the Marketing Commitment Amount (as defined in the Put/Call Agreement (defined below)); and

WHEREAS, Grantor has entered into a Put/Call Agreement dated as of August 12, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Put/Call Agreement**"), by and among Grantor, Secured Party, LPI Media Inc., a Delaware corporation ("**LPI**") and SpecPub, Inc., a Delaware corporation ("**SPI**" and collectively with Secured Party and LPI, the "**Sellers**"), pursuant to which Grantor and Sellers have agreed that Grantor has the right to acquire the Assets (as defined in the Put/Call Agreement) and Assumed Liabilities (as defined in the Put/Call Agreement) of Sellers on the terms and conditions set forth therein and that Sellers have the right to transfer the Assets and Assumed Liabilities of Sellers on the terms and conditions set forth therein; and

WHEREAS, Grantor has executed and delivered that certain Guaranty dated as of August 13, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**") in favor of Secured Party, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Regent under the Marketing Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 13, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks and trade name rights and similar rights (including all brand names, product names, slogans, service marks, trade dress,

trademarks, internet domain names and rights in telephone numbers) included in the Assets, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark
Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of
August 13, 2008.

REGENT ENTERTAINMENT MEDIA INC., as
Grantor

By: 
Name: _____
Title: _____

[Signature to Grant of Trademark Security Interest]

TRADEMARK
REEL: 003836 FRAME: 0351

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Country	Registered Owner	Trademark	Registration No.	Registration Date
United States	LPI Media, Inc.	OUT TO PARTY	2382209	9/5/2000
United States	LPI Media, Inc.	THE ADVOCATE Stylized	1723673	10/13/1992
United States	LPI Media, Inc.	ALYSON WONDERLAND & Design	1733019	11/17/1992
United States	LPI Media, Inc.	OUT	1751263	2/9/1993
United States	LPI Media, Inc.	OUT.COM	2052108	4/15/1997
United States	LPI Media, Inc.	ALYSON	2296012	11/30/1999
United States	LPI Media, Inc.	HIV PLUS	2301140	12/14/1999
United States	LPI Media, Inc.	OUT TRAVELER	2852035	6/8/2004
United States	Specpub, Inc.	FRESH MEN	1812891	12/21/1993
United States	Specpub, Inc.	UNZIPPED	2158988	5/19/1998
United States	Specpub, Inc.	MEN	2393097	10/10/2000
United States	Specpub, Inc.	2	2599141	7/23/2002
United States	Specpub, Inc.	BUYGAY.COM	2802478	1/6/2004
United States	Specpub, Inc.	UNZIPPED VIDEO	2993181	9/6/2005
France	Liberation Publications, Inc.	MEN	94/544480	Appln. Date: 11/9/1994
South Africa	Triangle Marketing Services, Inc.	OUT	98/23501	Appln. Date: 12/30/1998
South Africa	Triangle Marketing Services, Inc.	OUT	98/23502	Appln. Date: 12/30/1998
Canada	Triangle Marketing Services, Inc.	OUT	TMA 421908	January 7, 1994
European Union (C.T.M.)	Triangle Marketing Services, Inc.	OUT	1063569	Appln. Date: 2/3/1999