

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
SpecPub, Inc.		08/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Regent Entertainment Media Inc.		
Street Address:	10990 Wilshire Blvd.		
Internal Address:	Penthouse		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1812891	FRESH MEN	
Registration Number:	2158988	UNZIPPED	
Registration Number:	2393097	MEN	
Registration Number:	2599141	2	
Registration Number:	2802478	BUYGAY.COM	
Registration Number:	2993181	UNZIPPED VIDEO	
CORRESPONDENCE DATA			
Fax Number:	(202)776-7801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-776-7800		
Email:	jstaples@duanemorris.com		
Correspondent Name:	D. Joseph English		
Address Line 1:	505 9th Street, N.W.		
Address Line 2:	Suite 1000		
Address Line 4:	Washington, D.C., DISTRICT OF COLUMBIA 20004		

CH \$165.00 1812891

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REEL: 004127 FRAME: 0181

ATTORNEY DOCKET NUMBER:	T1449-00001
NAME OF SUBMITTER:	D. Joseph English
Signature:	/dje/
Date:	01/08/2010

Total Attachments: 32

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PUT/CALL AGREEMENT

THIS PUT/CALL AGREEMENT is entered into as of August 12, 2008 (this "Agreement") by and among REGENT ENTERTAINMENT MEDIA INC., a Delaware corporation (the "Buyer"), LPI MEDIA INC., a Delaware corporation ("LPI"), SPEC PUB, INC., a Delaware corporation ("SPI"), and PLANETOUT INC., a Delaware corporation ("PlanetOut" and, collectively with LPI and SPI, the "Sellers") and, for purposes of Sections 2.3(a), 2.4(b)(v) and 11.15 only, REGENT RELEASING, L.L.C., a Texas limited liability company ("Regent").

RECITALS

- A. PlanetOut owns all of the outstanding capital stock of LPI and SPI;
- B. The Sellers wish to provide for the sale of substantially all of the assets of LPI and SPI to the Buyer and the assumption of certain liabilities of LPI and SPI by the Buyer on the terms set forth in this Agreement through the exercise of a Put by Sellers or Call by the Buyer; and
- C. Concurrently with the execution of this Agreement, (i) Regent and PlanetOut are executing that certain Marketing Agreement dated as of the date hereof (the "Marketing Agreement"), pursuant to which PlanetOut is agreeing to provide certain marketing services to the Buyer over the period from April 30, 2008 through March 31, 2009 in exchange for the payment of \$6,000,000 (the "Marketing Commitment Amount") over the period from April 30, 2008 through September 15, 2008 and (ii) the Buyer and PlanetOut are executing that certain Content and Trademark License Agreement dated as of the date hereof and that certain Subscription Co-Marketing Agreement dated as of the date hereof.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS. The following terms shall have the corresponding meanings for the purposes of this Agreement:

Acquisition Proposal. "Acquisition Proposal," shall mean any proposal, plan, agreement, understanding or arrangement contemplating (i) any merger, consolidation, reorganization, recapitalization or similar transaction involving the Print Business, (ii) any transfer or issuance of any capital stock or other securities of LPI or SPI, or (iii) any transfer of any material asset of the Print Business (other than the transfer of the Assets to the Buyer as contemplated hereby); provided, however, Acquisition Proposal specifically does not refer to any acquisition of PlanetOut's stock by merger, consolidation or otherwise or any acquisition of the assets of PlanetOut or any of its subsidiaries other than the Assets.

Affiliate. "Affiliate" of a Person shall mean any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

Agreed Claims. "Agreed Claims" shall have the meaning specified in Section 10.4(c) of the Agreement.

Agreement. "Agreement" shall have the meaning specified in the Preamble to the Agreement.

Assets. "Assets" shall have the meaning specified in Section 2.2 of the Agreement.

Assumed Liabilities. "Assumed Liabilities" shall have the meaning specified in Section 2.3(b) of the Agreement.

Business Day. "Business Day" shall mean any day other than a Saturday, Sunday or day on which banking institutions in San Francisco, California are authorized or obligated pursuant to legal requirements or executive order to be closed.

Buyer. "Buyer" shall have the meaning specified in the Preamble to the Agreement.

Buyer Indemnitees. "Buyer Indemnitees" shall have the meaning specified in Section 10.2 of the Agreement.

Cash Consideration. "Cash Consideration" shall have the meaning specified in Section 2.3(a) of the Agreement.

Call. "Call" shall have the meaning specified in Section 2.1 of the Agreement.

Claim Certificate. "Claim Certificate" shall have the meaning specified in Section 10.4(a) of the Agreement.

Closing. "Closing" shall have the meaning specified in Section 2.4(a) of the Agreement.

Closing Date. "Closing Date" shall have the meaning specified in Section 2.4(a) of the Agreement.

Confidentiality Agreement. "Confidentiality Agreement" shall mean that certain Mutual Confidentiality Agreement by and between PlanetOut and Here Network, LLC dated as of December 5, 2007.

Consent. "Consent" shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

Continuing Employees. "Continuing Employees" shall have the meaning specified in Section 6.5(b) of the Agreement.

Contract. "Contract" shall mean any written, oral, implied or other agreement, contract, instrument, note, guaranty, indemnity, warranty, deed, assignment, power of attorney, purchase order, work order, insurance policy, benefit plan, commitment, covenant, assurance or undertaking of any nature.

Damages. "Damages" shall mean all costs, damages, liabilities, awards, judgments, losses or costs and expenses, interest, awards, judgments and penalties (including reasonable attorneys' fees and consultants' fees and expenses) actually suffered or incurred; provided, however, that Damages shall not include lost profits or opportunity costs or consequential, incidental, special, indirect, exemplary or punitive damages.

De Minimis Claim. "De Minimis Claim" shall have the meaning specified in Section 10.2 of the Agreement.

Disclosure Schedule. "Disclosure Schedule" shall mean the schedule (dated as of the date of the Agreement) delivered to the Buyer on behalf of the Sellers and approved by the Buyer, a copy of which is attached to the Agreement and incorporated in the Agreement by reference.

Encumbrance. "Encumbrance" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equity, trust, equitable interest, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, infringement, interference, Order, proxy, option, right of first refusal, preemptive right, community property interest, legend, defect, impediment, exception, reservation, limitation, impairment, imperfection of title, condition or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

Entity. "Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

ERISA. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

Excluded Assets. "Excluded Assets" shall have the meaning specified in Section 2.2 of the Agreement.

Excluded Liabilities. "Excluded Liabilities" shall have the meaning specified in Section 2.3(b) of the Agreement.

Financial Statements. "Financial Statements" shall have the meaning specified in Section 3.4 of the Agreement.

GAAP. "GAAP" shall mean generally accepted accounting principles, applied on a basis consistent with the basis on which the Financial Statements were prepared.

Governmental Authorization. "Governmental Authorization" shall mean any:

(a) permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, designation, rating, registration, qualification or authorization that is, has been or may in the future be issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement; or

(b) right under any Contract with any Governmental Body.

Governmental Body. "Governmental Body" shall mean any:

(a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature;

(b) federal, state, local, municipal, foreign or other government;

(c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal);

(d) multi-national organization or body; or

(e) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

Indemnified Party. "Indemnified Party" shall have the meaning specified in Section 10.4(a) of the Agreement.

Indemnifying Party. "Indemnifying Party" shall have the meaning specified in Section 10.4(a) of the Agreement.

Intellectual Property. "Intellectual Property" shall mean advertising and promotional materials, algorithms, APIs, apparatus, circuit designs and assemblies, confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), gate arrays, IP cores, net lists, photomasks, semiconductor devices, test vectors, databases, data collections, diagrams, formulae, inventions (whether or not patentable and whether or not reduced to practice), know-how, logos, marks (including brand names, product names, slogans, service marks, trade dress, trademarks, internet domain names and rights in telephone numbers), methods, network configurations and architectures, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

Intellectual Property Rights. "Intellectual Property Rights" shall mean all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (A) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (B) trademark and trade name rights and similar rights (together with all goodwill associated therewith); (C) trade secret rights; (D) patent and industrial property rights; (E) other proprietary rights in Intellectual Property; and (F) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses "(A)" through "(E)" above.

Legal Requirement. "Legal Requirement" shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, specification, determination, decision, opinion or interpretation that is, has been or may in the future be issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body.

LPI. "LPI" shall have the meaning specified in the Preamble to the Agreement.

Marketing Commitment Amount. "Marketing Commitment Amount" shall have the meaning specified in the Recital C to the Agreement.

Material Adverse Effect. "Material Adverse Effect" shall mean, with respect to the Sellers, any effect that (i) is material and adverse to the business, operations, financial condition or results of operations of LPI, SPI and the Print Business taken as a whole or (ii) prevents the Sellers from consummating the transactions contemplated hereby, other than (in the case of both clauses (i) and (ii) above) (A) any effect resulting from events, facts or circumstances relating to the economy in general, including market fluctuations and changes in interest rates, or to LPI's or SPI's industry in general and not specifically relating to either LPI or SPI, (B) any effect resulting from changes in laws, rules or regulations, or interpretations thereof by Governmental Bodies or from changes in GAAP or regulatory accounting principles that affect in general the businesses in which LPI or SPI are engaged, (C) any effect resulting from the occurrence of a natural disaster or from the commencement, occurrence or continuance of an event of force majeure or changes in global or national political conditions, including the outbreak of war or acts of terrorism, or (D) any effect resulting from the announcement or consummation of this Agreement or the transactions contemplated hereby.

New York Lease. "New York Lease" shall have the meaning specified in Section 2.2(k) of the Agreement.

Order. "Order" shall mean any:

(a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award that is, has been or may in the future be issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Body or any arbitrator or arbitration panel; or

(b) Contract with any Governmental Body that is, has been or may in the future be entered into in connection with any proceeding.

Ordinary Course of Business. "Ordinary Course of Business" shall mean the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

Permitted Encumbrances. Permitted Encumbrances mean (i) any lien for Taxes not due and payable, and (ii) carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or similar common law or statutory liens or encumbrances arising in the ordinary course of business which are not delinquent and remain payable without penalty.

Person. "Person" shall mean any individual, Entity or Governmental Body.

PlanetOut. "PlanetOut" shall have the meaning specified in the Preamble to the Agreement.

PlanetOut Indemnitees. "PlanetOut Indemnitees" shall have the meaning specified in Section 10.3 of the Agreement.

Pre-Closing Period. "Pre-Closing Period" shall mean the period commencing as of the date of the Agreement and ending on the Closing Date.

Print Business. "Print Business" shall mean the businesses conducted by each of LPI and SPI.

Print Business IP. "Print Business IP" shall mean all Intellectual Property and Intellectual Property Rights owned or licensed by LPI and SPI.

Print Contract. "Print Contract" shall mean any Contract:

- (a) to which LPI or SPI is a party;
- (b) by which LPI, SPI or any of their respective assets is or may in the Ordinary Course of Business become bound or under which LPI or SPI have, or may in the Ordinary Course of Business become subject to, any obligation; or
- (c) under which LPI or SPI may acquire any right or interest;

provided, however, the SunTrust Bank Agreement shall not be a Print Contract.

Print Employee. "Print Employee" shall mean (i) the employees of LPI and SPI, (ii) the employees of PlanetOut identified on Part 6.5 of the Disclosure Schedule, unless they have terminated employment with PlanetOut, and (iii) any other employee of PlanetOut mutually identified by PlanetOut and Buyer after the date hereof as primarily supporting the Print Business.

Purchase Price. "Purchase Price" shall have the meaning specified in Section 2.3 of the Agreement.

Put. "Put" shall have the meaning specified in Section 2.1 of the Agreement.

Put/Call Notice. "Put/Call Notice" shall have the meaning specified in Section 2.1 of the Agreement.

Regent. "Regent" shall have the meaning specified in the Preamble to the Agreement.

Registered IP. "Registered IP" shall mean all Intellectual Property Rights that are registered, filed, or issued under the authority of, with or by any Governmental Body, including all patents, registered copyrights, registered mask works and registered trademarks and all applications for any of the foregoing.

Representatives. "Representatives" of a Person shall mean such Person's officers, directors, employees, agents, attorneys, accountants, advisors and representatives. The Representatives of LPI and SPI shall be deemed to be "Representatives" of PlanetOut.

Restricted Print Contract. "Restricted Print Contract" shall have the meaning specified in Section 6.7(b) of the Agreement.

Sellers. "Sellers" shall have the meaning specified in the Preamble to the Agreement.

SPI. "SPI" shall have the meaning specified in the Preamble to the Agreement.

Strategic Plan. "Strategic Plan" shall have the meaning specified in Section 5.1 of the Agreement.

SunTrust Deposit. "SunTrust Deposit" shall have the meaning specified in Section 6.9 of the Agreement.

Tax. "Tax" shall mean any tax (including any income tax, franchise tax, capital gains tax, estimated tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, occupation tax, inventory tax, occupancy tax,

withholding tax or payroll tax), levy, assessment, tariff, impost, imposition, toll, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), that is, has been or may in the future be (a) imposed, assessed or collected by or under the authority of any Governmental Body, or (b) payable pursuant to any tax-sharing agreement or similar Contract.

Tax Return. "Tax Return" shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information that is, has been or may in the future be filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

Transaction Agreements. "Transaction Agreements" shall mean:

- (a) the Agreement, including the attached Disclosure Schedule and Exhibits;
- (b) the Marketing Agreement;
- (c) the Content Sharing and Trademark License Agreement;
- (d) the Subscription Co-Marketing Agreement;
- (e) the Guaranty;
- (f) the Security Agreement;
- (g) the Copyright Security Agreement; and
- (h) the Trademark Security Agreement.

Transactions. "Transactions" shall mean (a) the execution and delivery of the respective Transaction Agreements, and (b) all of the transactions contemplated by the respective Transaction Agreements, including:

- (a) the sale of the Assets by the Sellers to the Buyer in accordance with the Agreement;
- (b) the provision of marketing services by PlanetOut to the Buyer pursuant to the Marketing Agreement; and
- (c) the performance by the Sellers and the Buyer of their respective obligations under the Transaction Agreements and the exercise by the Sellers and the Buyer of their respective rights under the Transaction Agreements.

Transferred Employees. "Transferred Employees" shall have the meaning specified in Section 6.5(a) of the Agreement.

SECTION 2. THE PUT AND THE CALL OF THE ASSETS AND LIABILITIES; RELATED TRANSACTIONS.

2.1 The Put and The Call. From June 30, 2008, through August 31, 2008, so long as Seller is not in material breach of its obligations under this Agreement or the Marketing Agreement, LPI and SPI have the right to transfer the Assets and the Assumed Liabilities to the Buyer (the "Put"). From May 31, 2008 through August 31, 2008, so long as Buyer is not then in material breach of its obligations under this Agreement or the Marketing Agreement, the Buyer has the right to acquire the Assets and to assume the Assumed Liabilities (the "Call"). Exercise of the Put (by LPI and SPI) or the Call (by the Buyer) shall be invoked by the delivery of a written notice (the "Put/Call Notice") by the party exercising the right to the other party. The Put/Call Notice must be delivered no later than August 21, 2008.

2.2 Sale of Assets. At the Closing of the exercise of the Put or the Call, the Sellers shall sell, assign, transfer, convey and deliver to the Buyer, good and valid title to the Assets, free of any Encumbrances (other than Permitted Encumbrances), on the terms and subject to the conditions set forth in this Agreement and in the manner set forth below in this Section 2.2. For purposes of this Agreement, "Assets" shall mean and include:

(a) all equipment, materials, supplies, furniture, fixtures, improvements and other tangible assets of LPI and SPI;

(b) all advertising and promotional materials owned by or licensed to LPI and SPI;

(c) all Print Business IP, to the extent assignable at (or, as contemplated under Section 6.7(a) hereof, following) the Closing (including the Intellectual Property and Intellectual Property Rights specifically identified in Part 2.2(c) of the Disclosure Schedule);

(d) all rights of LPI and SPI under the Print Contracts, to the extent assignable at (or, as contemplated under Section 6.7(a) hereof, following) the Closing (including all equipment leases, printing Contracts, licensing agreements and all of the other Print Contracts identified in Part 2.2(d) of the Disclosure Schedule);

(e) all Governmental Authorizations held by LPI or SPI, to the extent assignable at (or, as contemplated under Section 6.7(a) hereof, following) the Closing;

(f) all claims (including claims for past infringement or misappropriation of Intellectual Property or Intellectual Property Rights but excluding claims related to the Excluded Assets) and causes of action of LPI and SPI against other Persons (regardless of whether or not such claims and causes of action have been asserted by LPI or SPI), and all rights of indemnity, warranty rights, rights of contribution and rights to refunds (but excluding such rights relating to the Excluded Assets), rights of reimbursement and other rights of recovery possessed by LPI or SPI (regardless of whether such rights are currently exercisable);

(g) all inventory, prepaid expenses, accounts receivable and other current assets of LPI and SPI;

(h) all books, records, files and data of LPI and SPI relating to the Assets (in the case of documentation of relevance solely to the Assets, originals; in the case of other documentation, copies only), excluding the employment records of each Print Employee (other than the employment records of Continuing Employees who shall have consented in writing (with copies of such consent delivered to Sellers) to the transfer of such records to the Buyer in connection with the acceptance of employment);

(i) all of the other properties, rights, interests and other tangible and intangible assets of LPI and SPI (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP);

(j) all rights of LPI and SPI in and to the publications identified on Part 2.2(j) of the Disclosure Schedule;

(k) all rights of LPI for the lease of the offices located in New York, New York, pursuant to that certain Office Lease dated as of February 10, 2003, as amended by that certain Amendment to Sublease dated as of May 25, 2005, by and between Reed Elsevier Inc., as Landlord, and LPI, as Tenant (the "New York Lease"); and

(l) without limiting the foregoing, the Assets shall include all of the assets identified on Part 2.2(l) of the Disclosure Schedule;

provided, however, that notwithstanding the foregoing, the Assets shall not include any of the following (collectively, the "Excluded Assets"): (w) any leases of real property of the Sellers other than the New York lease, including the lease of the Sellers in Los Angeles; (x) any of the assets of PlanetOut; (y) any of the assets of LPI and SPI identified on Part 2.2(x) of the Disclosure Schedule; or (z) any cash, cash equivalents, restricted cash or deposits of the Sellers.

2.3 Purchase Price. At the Closing, and as consideration for the transfer of the Assets to the Buyer following exercise of the Put or the Call (the "Purchase Price"):

(a) the Buyer and Regent jointly and severally agree to pay to the Sellers an amount in cash equal to \$500,000.00 in immediately available funds (the "Cash Consideration"); and

(b) the Buyer shall assume and agree to keep, observe, perform, pay, and discharge when due the following obligations of LPI and SPI (collectively, the "Assumed Liabilities"):

(i) any and all liabilities of LPI and SPI for accounts payable (A) that are set forth on Part 2.3(b)(i) of the Disclosure Schedule, (B) that have arisen after June 30, 2008 in the Ordinary Course of Business and in accordance with the Strategic Plan or (C) that were otherwise incurred at the direction of the Buyer or based on the mutual agreement of the Buyer and the Sellers;

(ii) any and all accrued expenses related to the Continuing Employees, including, without limitation, accrued expenses for vacation pay and paid time off, (A) that are set forth on Part 2.3(b)(ii) of the Disclosure Schedule, (B) that have arisen after June 30, 2008 in the Ordinary Course of Business and in accordance with the Strategic Plan or (C) that were otherwise accrued at the direction of the Buyer or based on the mutual agreement of the Buyer and the Sellers;

(iii) any and all other accrued expenses of LPI and SPI (A) that are set forth on Part 2.3(b)(iii) of the Disclosure Schedule, (B) that have arisen after June 30, 2008 in the Ordinary Course of Business and in accordance with the Strategic Plan or (C) that were otherwise accrued at the direction of the Buyer or based on the mutual agreement of the Buyer and the Sellers;

(iv) any and all deferred expenses and revenue related to subscriptions, advertising, book publishing and ecommerce (A) that are set forth on Part 2.3(b)(iv) of the Disclosure Schedule, (B) that have arisen after June 30, 2008 in the Ordinary Course of Business and in accordance with the Strategic Plan or (C) that were otherwise incurred at the direction of the Buyer or based on the mutual agreement of the Buyer and the Sellers;

(v) any and all liabilities of LPI and SPI arising under the Print Contracts, provided that the liabilities arising under each Print Contract which requires a consent and for which such consent has not been obtained as of the Closing shall not be assigned or assumed until such consent has been obtained; and

(vi) any and all liabilities of LPI and SPI arising under the New York Lease first arising on or after the Closing Date;

provided, however, notwithstanding anything to the contrary contained in this Agreement, the "Assumed Liabilities" shall not include, and the Buyer shall not be required to assume or to perform or discharge the following (collectively, the "Excluded Liabilities"):

(1) any liabilities arising from the real property leases of any of the Sellers other than pursuant as set forth in Section 2.2(b)(vi), including any liabilities arising from the lease of the Sellers in Los Angeles and any liabilities arising prior to the Closing Date from the lease of the Sellers in New York;

(2) any liabilities of any of the Sellers for the payment of any Tax;

(3) any liabilities of any of the Sellers to any employee of the Sellers other than the Continuing Employees;

(4) any inter-company liabilities or other liabilities of any of the Sellers owed or due to an Affiliate of any of the Sellers;

(5) any liabilities of any of the Sellers related to any of the Excluded Assets;

(6) any liabilities of any of the Sellers under any "employee benefit plan" (as such term is defined in section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, or any other employee benefit plan, program or arrangement;

(7) any obligation of any of the Sellers to indemnify any Person by reason of the fact that such Person was a director, officer, employee or agent of any of the Sellers or was serving at the request of any such entity as a partner, trustee, director, officer, employee, or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement or otherwise);

(8) any liabilities set forth on Part 2.3 of the Disclosure Schedule; and

(9) any liabilities of any of the Sellers under any Transaction Agreements or incurred by any of the Sellers in connection with any of the Transaction Agreements or the Transactions.

2.4 Closing.

(a) The closing of the Put or the Call (the "Closing") shall take place at the offices of Howard Rice Nemerovski Canady Falk & Rabkin, a Professional Corporation, at the time and on the date set forth in the Put/Call Notice, which date shall be no later than 10 days following the date of the Put/Call Notice (or at such other place or time as the Buyer and the Sellers may jointly designate). For

purposes of this Agreement, "**Closing Date**" shall mean the time and date as of which the Closing actually takes place.

(b) At the Closing:

(i) LPI and SPI shall execute and deliver to the Buyer such bills of sale, endorsements, and assignments in the forms attached hereto as Exhibit A and such other documents as may be reasonably necessary or appropriate to assign, convey, transfer and deliver to the Buyer good and valid title to the Assets free of any Encumbrances (other than Permitted Encumbrances);

(ii) the Sellers shall deliver to the Buyer the unaudited balance sheet of each of LPI and SPI which, as of the Closing Date, is the most recent, regularly prepared balance sheet, and the related statements of income and retained earnings and cash flows for the period beginning on January 1, 2008 and ending on the date of such balance sheet;

(iii) the Buyer shall pay to the Sellers the Cash Consideration; and

(iv) the Buyer shall execute and deliver to the Sellers the Assignment and Assumption Agreement in the form attached hereto as Exhibit B;

(v) to provide PlanetOut with a security interest in certain of the Print Business IP following the Closing as security for Regent's payment of the Marketing Commitment Amount under the Marketing Agreement, the Buyer shall execute and deliver to the Sellers the Guaranty, the Security Agreement, the Copyright Security Agreement and the Trademark Security Agreement in the forms of Exhibit C, D, E and F attached hereto, respectively.

2.5 Allocation of Purchase Price. Within fifteen days after Closing, the Sellers shall deliver to the Buyer a statement setting forth the Sellers' good faith determination of the manner in which the Purchase Price is to be allocated among the Assets.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF LPI AND SPI.

Except as disclosed in the Disclosure Schedule, LPI and SPI jointly and severally represent and warrant, to and for the benefit of the Buyer, as follows:

3.1 Due Organization; Etc. Each of PlanetOut, LPI and SPI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority to perform its obligations under this Agreement. Each of PlanetOut, LPI and SPI is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the failure to be so qualified and in good standing would have a Material Adverse Effect.

3.2 Authority; Binding Nature Of Agreements. Each of the Sellers has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement and the other Transaction Agreements to which it is a party, and the execution, delivery and performance by each of the Sellers of this Agreement and the other Transaction Agreements to which it is a party have been duly authorized by all necessary action on the part of each of the Sellers and each of their respective boards of directors and officers. Assuming due authorization, execution and delivery by the Buyer, this Agreement constitutes a legal, valid and binding obligation of each of the Sellers, enforceable against it in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency, reorganization, moratorium, and the relief of debtors or the rights of creditors; and (ii) rules of law

governing specific performance, injunctive relief and other equitable remedies and the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

3.3 No Violation. Neither the execution and delivery of this Agreement or the other Transaction Agreements to which it is a party by each of the Sellers nor the consummation by each of the Sellers of the transactions contemplated hereby or thereby, nor compliance by each of the Sellers with any of the terms or provisions hereof or thereof, will (i) violate any provision of the certificates of incorporation or bylaws of such Seller or (ii) (x) violate any Legal Requirement or Order applicable to the Sellers or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by or rights or obligations under, or result in the creation of any Encumbrance upon any of the Assets under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement, contract, or other instrument or obligation to which any of the Sellers is a party, or by which they or any of their respective properties, assets or business activities may be bound or affected, except (in the case of clause (ii) above) for such violations, conflicts, breaches, defaults or the loss of benefits which, either individually or in the aggregate, would not result in a Material Adverse Effect.

3.4 Financial Statements. Attached as Part 3.4 of the Disclosure Schedule are the following financial statements (collectively, the "Financial Statements"): (a) the balance sheet of each of LPI and SPI as of December 31, 2007, and the related statements of income and retained earnings and cash flows for the year then ended, which balance sheet and related statements of income and retained earnings and cash flows were audited in the course of PlanetOut's 2007 consolidated audit; and (b) the unaudited balance sheet of each of LPI and SPI as of June 30, 2008, and the related statements of income and retained earnings and cash flows for the six months then ended. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered and fairly present the financial position of LPI and SPI as of the respective dates thereof and the results of operations and cash flows of LPI and SPI for the periods covered thereby (subject, in the case of unaudited statements, to normal and recurring year-end adjustments).

3.5 Assets. Each of LPI and SPI owns, and has good and valid title to, or holds valid leases to or licenses for, all of the Assets, free and clear of any Encumbrances other than Permitted Encumbrances. No assets of PlanetOut are exclusively used in the Print Business.

3.6 Intellectual Property. Part 3.6 of the Disclosure Schedule sets forth a true and complete list of all of the Registered IP included within the Assets. LPI and SPI own, or have valid licenses to, all right, title, and interest in and to each item of Print Business IP, free and clear of any Encumbrances (other than licenses granted by LPI and SPI under Print Contracts listed on Part 2.2(d) of the Disclosure Schedule).

3.7 Brokers. PlanetOut has not agreed or become obligated to pay, or has taken any action that might result in any Person other than Allen & Company LLC claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with any of the transactions contemplated hereby. PlanetOut shall be solely responsible for the payment of any such commissions or fees due to Allen & Company LLC pursuant to the letter agreement by and between PlanetOut and Allen & Company LLC dated as of January 14, 2008.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants, to and for the benefit of the Sellers, as follows:

4.1 Due Organization; Etc. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority to perform its obligations under this Agreement. The Buyer is duly qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction in which the failure to be so qualified and in good standing would have a material adverse effect on Buyer.

4.2 Authority; Binding Nature Of Agreements. The Buyer has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement and the other Transaction Agreements to which it is a party, and the execution, delivery and performance by the Buyer of this Agreement and the other Transaction Agreements to which it is a party have been duly authorized by all necessary action on the part of the Buyer and its board of directors and officers. Assuming due authorization, execution and delivery by the Sellers, this Agreement constitutes a legal, valid and binding obligation of the Buyer, enforceable against it in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency, reorganization, moratorium, and the relief of debtors or the rights of creditors; and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies and the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

4.3 No Violation. Neither the execution and delivery of this Agreement or the other Transaction Agreements to which it is a party by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby or thereby, nor compliance by the Buyer with any of the terms or provisions hereof or thereof, will (i) violate any provision of the charter documents of the Buyer or its subsidiaries or (ii) (x) violate any Legal Requirement or Order applicable to the Buyer, its subsidiaries or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by or rights or obligations under, or result in the creation of any Encumbrance upon any of the respective properties or assets of the Buyer or its subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement, contract, or other instrument or obligation to which the Buyer or its subsidiaries is a party, or by which they or any of their respective properties, assets or business activities may be bound or affected, except (in the case of clause (ii) above) for such violations, conflicts, breaches, defaults or the loss of benefits which, either individually or in the aggregate, would not result in a material adverse effect on Buyer.

4.4 Financial Wherewithal. Each of the Buyer and Regent has sufficient cash or cash equivalents available, directly or through one or more Affiliates, to pay the Cash Consideration to PlanetOut on the terms and conditions contained herein, and there is no restriction on the use of such cash or cash equivalents for such purpose.

4.5 Encumbrances. The Print Business IP will not become subject to any Encumbrance (other than any Permitted Encumbrance) at the Closing as a result of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement, contract, or other instrument or obligation to which the Buyer or its subsidiaries is a party.

4.6 Access. The Buyer and its Affiliates have been given full access to the assets, books, records, contracts and employees of the Sellers, and have been given the opportunity to meet with officers

and other representatives of the Sellers for the purpose of investigating and obtaining information regarding the Print Business, operations and legal affairs.

4.7 Brokers. The Buyer has not retained any broker or finder in connection with any of the transactions contemplated by this Agreement, and the Buyer has not incurred or agreed to pay, or taken any other action that would entitle any Person to receive, any brokerage fee, finder's fee or other similar fee or commission with respect to any of the transactions contemplated by this Agreement.

SECTION 5. COVENANTS RELATED TO CONDUCT OF BUSINESS

5.1 Conduct of Business Prior to Closing Date. During the period from the date of this Agreement to the Closing Date, except as disclosed in Part 5.1 of the Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as approved by Buyer, which approval shall not be unreasonably withheld or delayed, each of LPI and SPI shall, and PlanetOut shall cause each of LPI and SPI to: (i) conduct the Print Business in material compliance with the expense budgets and strategic plans set forth in PlanetOut's 2008 budget as approved by Buyer (the "**Strategic Plan**"), a copy of which is attached as Part 5.1(b) of the Disclosure Schedule; (ii) pay accounts payable on a timely basis consistent with past practices; and (iii) collect accounts receivable on a timely basis consistent with past practices.

5.2 Forbearances of LPI and SPI. During the period from the date of this Agreement to the Closing Date, except as disclosed in Part 5.2 of the Disclosure Schedule or as expressly contemplated or permitted by this Agreement, LPI and SPI shall not, and PlanetOut shall not permit LPI and SPI to, do any of the following, without the prior written consent of the Buyer, which consent shall not be unreasonably withheld or delayed:

- (a) materially deviate from the Strategic Plan, including without limitation:
 - (i) discontinue, eliminate or sell any existing business,
 - (ii) create any new business, or
 - (iii) create or eliminate any position;
- (b) hire any new employee;
- (c) enter into any new Print Contract outside of the Ordinary Course of Business; or
- (d) agree to, or make any commitment to, take any of the actions prohibited by this

Section 5.2.

5.3 Filings and Consents. The Sellers shall use commercially reasonable efforts to ensure that:

(a) each material filing or notice required to be made or given (pursuant to any applicable Legal Requirement, Order or Contract, or otherwise) by the Sellers in connection with the execution and delivery of any of the Transaction Agreements or in connection with the consummation or performance of any of the Transactions is made or given as soon as possible after the date of this Agreement (Part 5.3(a) of the Disclosure Schedule sets forth all such required material filings and notices);

(b) each material Consent required to be obtained (pursuant to any applicable Legal Requirement, Order or Contract, or otherwise) by the Sellers in connection with the execution and delivery of any of the Transaction Agreements or in connection with the consummation or performance of any of the Transactions is obtained as soon as possible after the date of this Agreement and remains in full force and effect through the Closing Date (Part 5.3(b) of the Disclosure Schedule sets forth all such required material Consents);

(c) the Sellers promptly deliver to the Buyer a copy of each filing made, each notice given and each Consent obtained by the Sellers during the Pre-Closing Period; and

(d) during the Pre-Closing Period, the Sellers and their Representatives cooperate with the Buyer and with the Buyer's Representatives, and prepare and make available such documents and take such other actions as the Buyer may request in good faith, in connection with any filing, notice or Consent that the Buyer is required or elects to make, give or obtain.

5.4 No Negotiation. Prior to the earlier of September 15, 2008 or the date this Agreement is terminated in accordance with its terms, the Sellers shall not:

(a) enter into any agreement, understanding or arrangement relating to any Acquisition Proposal;

(b) consider, or engage in any discussions or negotiations relating to, any Acquisition Proposal;

(c) provide any information regarding the Print Business to any party (other than to representatives of the Buyer and to parties subject to confidentiality agreements that are evaluating an acquisition of PlanetOut's online business);

(d) solicit or encourage the submission of any Acquisition Proposal; or

(e) permit any Representative or Affiliate of the Sellers to do any of the foregoing.

Within three (3) business days of receipt, Sellers shall notify Buyer of any Acquisition Proposal received by any of the Sellers or their respective representatives and Affiliates.

SECTION 6. ADDITIONAL AGREEMENTS

6.1 Access and Investigation.

(a) Subject to the Confidentiality Agreement, the Sellers shall ensure that, at all times during the Pre-Closing Period: (i) the Sellers and their Representatives provide the Buyer and its Representatives with reasonable access to the Sellers' Representatives, personnel and assets and to all existing books, records, Tax Returns, work papers and other documents and information relating to the Print Business; (ii) the Sellers and their Representatives provide the Buyer and its Representatives with such copies of existing books, records, Tax Returns, work papers and other documents and information relating to the Print Business as the Buyer may reasonably request; and (iii) the Sellers and their Representatives provide the Buyer and its Representatives with such financial reports and statements regarding the Print Business, including monthly balance sheets and statements of income, as are normally prepared in the ordinary course of business. Except as required by law, the Buyer will hold, and will cause its officers, employees, accountants, counsel, financial advisors and other representatives and

Affiliates to hold, any nonpublic information received from the Sellers, directly or indirectly, in accordance with the Confidentiality Agreement.

(b) The Sellers shall not be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of customers, jeopardize the attorney-client or other legal privilege of the institution in possession or control of such information or contravene any Legal Requirement, Order, fiduciary duty or binding agreement entered into prior to the date of this Agreement. The parties hereto will make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

6.2 No Additional Representations. The Buyer acknowledges that neither the Sellers nor any of their respective Affiliates is making any representation or warranty, express or implied, as to any financial or other matter with respect to the Sellers or the Print Business, except for the representations and warranties expressly set forth in Section 3. The Sellers acknowledges that neither the Buyer nor any of its Affiliates is making any representation or warranty, express or implied, as to any financial or other matter with respect to the Buyer, except for the representations and warranties expressly set forth in Section 4.

6.3 Commercially Reasonable Efforts. During the Pre-Closing Period, the Sellers shall use their commercially reasonable efforts to cause the conditions set forth in Section 7 to be satisfied on a timely basis. During the Pre-Closing Period, the Buyer shall use commercially reasonable efforts to cause the conditions set forth in Section 8 to be satisfied.

6.4 Confidentiality; Public Disclosure.

(a) PlanetOut and Here Network, LLC have previously executed the Confidentiality Agreement. The Buyer hereby agrees to be bound by the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference, as a party thereto.

(b) The Sellers and the Buyer shall consult with each other before issuing any press release or otherwise making any public statement or making any other public (or non-confidential) disclosure (whether or not in response to an inquiry) regarding the terms of this Agreement or any of the transactions contemplated hereby, and neither shall issue any such press release or make any such statement or disclosure without the prior approval of the other (which approval shall not be unreasonably withheld or delayed), except as may be required by law or the rules of any market or exchange on which the shares of PlanetOut may be listed for trading, in which case the party proposing to issue such press release or make such public statement or disclosure shall consult with the other party before issuing such press release or making such public statement or disclosure.

6.5 Print Employees.

(a) On or before May 22, 2008, the Buyer shall identify at least 75% of the Print Employees to whom the Buyer will offer employment on or before the Closing (the "**Transferred Employees**") and the Buyer shall offer employment to the Transferred Employees on terms and conditions no worse than their current employment with one of the Sellers.

(b) At the Closing, pursuant to Section 2.3(b)(ii), the Buyer will assume the Sellers' liability for all accrued vacation and paid time off for those Transferred Employees who accept employment with the Buyer or a subsidiary of the Buyer (the "**Continuing Employees**"), such that the Continuing Employees shall begin employment with the Buyer with the same vacation and paid time off balance they held with the Sellers at the Closing. The Buyer shall indemnify and hold the Sellers and

their Affiliates harmless from and against all claims, reasonable expenses (including reasonable attorneys' fees), losses and liabilities relating to Buyer's failure to honor such vacation and paid time off in the ordinary course of business.

(c) The Buyer shall indemnify and hold the Sellers and their Affiliates harmless from and against all claims, reasonable expenses (including reasonable attorneys' fees), losses and liabilities relating to the Buyer's failure to comply with all applicable Legal Requirements in connection with the employee selection process resulting in the selection of the Transferred Employees and the resulting termination by the Sellers of the Print Employees other than the Transferred Employees prior to, at or following the Closing.

6.6 Sales Taxes. The Sellers shall bear the cost of any sales taxes or use taxes that may become payable in connection with the sale of the Assets to the Buyer or in connection with any of the other Transactions.

6.7 Further Action.

(a) From and after the Closing Date, the Sellers shall cooperate with the Buyer, and shall execute and deliver such documents and take such other actions as the Buyer may reasonably request, for the purpose of evidencing the Transactions and putting the Buyer in possession and control of all of the Assets. Without limiting the foregoing, following the Closing, each of the Sellers covenants and agrees that it will duly authorize, execute and deliver such assignments as the Buyer shall reasonably request from time to time, and otherwise use commercially reasonable efforts to sell, assign, transfer, convey and deliver to the Buyer any Assets which shall not have been sold, assigned, transferred, conveyed or delivered to the Buyer at or prior to the Closing (including, without limitation, all registered copyrights and trademarks, all URLs and all Print Contracts included among the Assets that have not been assigned to the Buyer at or prior to the Closing).

(b) If there are any Consents to the assignment of Print Contracts that have not yet been obtained (or otherwise are not in full force and effect) as of the Closing, in the case of each Print Contract as to which such Consents was not obtained (or otherwise is not in full force and effect) (the "**Restricted Print Contracts**"), following the Closing, the parties shall cooperate with each other, to obtain the Consent relating to such Restricted Print Contract as quickly as practicable. Pending the obtaining of such Consents relating to any Restricted Print Contract, the parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to the Buyer the benefits of use of the Restricted Print Contract for its term (or any right or benefit arising thereunder, including the enforcement for the benefit of the Buyer of any and all rights of the Sellers against a third party thereunder). Once a Consent for the sale, assignment, assumption, transfer, conveyance and delivery of a Restricted Print Contract is obtained, the Seller shall promptly assign, transfer, convey and deliver such Restricted Print Contract to the Buyer, and the Buyer shall assume the Liabilities under such Restricted Print Contract assigned to the Buyer from and after the Closing Date to the Buyer pursuant to a special-purpose assignment and assumption agreement substantially similar in terms to those of the Assignment and Assumption Agreement. On the Closing Date, Sellers shall provide Buyer with a list of all Consents which were not obtained prior to such date.

6.8 No Encumbrances. Following the Closing, the Buyer shall not directly or indirectly, create, incur, assume or permit to exist any Encumbrance (other than any Permitted Encumbrance) on or with respect to the Print Business IP, or file or permit the filing of, or permit to remain in effect, any financing statement or other similar notice of any Encumbrance senior to the security interest of PlanetOut under the Transaction Agreements with respect to the Print Business IP under the Uniform Commercial Code or under any similar recording or notice statute.

6.9 SunTrust Bank Deposit. The Buyer shall use its reasonable best efforts to cooperate with the Sellers to cause SunTrust Bank to release to the Sellers as soon as practicable the \$400,000 deposit currently being held by SunTrust Bank for settling credit card purchases relating to the Print Business (the "SunTrust Deposit"). The Buyer acknowledges that the SunTrust Deposit is an Excluded Asset and will remain an asset of the Sellers following the Closing.

6.10 Closing Financial Statements. The Sellers shall provide the Buyer within thirty (30) days after the Closing, an unaudited balance sheet of each of LPI and SPI as of the Closing Date, and the related statements of income and retained earnings and cash flows for the period commencing June 30, 2008 through the Closing Date.

6.11 Cooperation.

(a) Following the Closing, in connection with the Seller's defense of the matter captioned *Mary Doe, by next friend and natural parent, Kent Blackwelder, and Kent Blackwelder, individually v. SpecPub, Inc. d/b/a Specialty Publications*, and any other claims or matters relating to the Print Business but which are neither Assumed Liabilities nor are subject to indemnification pursuant to Section 10, the Buyer shall use commercially reasonable efforts to preserve all relevant documents and shall, as reasonably requested by the Sellers, furnish books and records, and make its personnel reasonably available as witnesses.

(b) Following the Closing, the Buyer agrees to cooperate with the Sellers in connection with the preparation by the Sellers of all financial statements and Tax Returns and the filing of such Tax Returns for periods prior to and including the Closing Date and any audit, litigation or other proceeding concerning such financial statements and Tax Returns. The Buyer will make available to the Sellers, as reasonably requested, copies or originals of all information, records or documents relating to such financial statements or to liability for Taxes for all periods prior to or including the Closing Date and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof.

6.12 New York Lease Deposit. The Buyer and the Sellers agree that the Buyer shall provide an amount up to and including \$120,000 as a security deposit under the New York Lease. To the extent Reed Elsevier Inc., as landlord under the New York Lease, requires the Buyer to provide a security deposit in excess of \$120,000, that the Sellers shall provide the amount in excess of \$120,000, up to and including \$160,000, which amount can be provided either in cash or the delivery of a letter of credit. The Buyer agrees to cause, promptly following termination of the New York Lease, to be returned to Seller the amount of any security deposit made by the Sellers, or any letter of credit provided in lieu thereof together with the amount of any funds drawn thereon following the Closing for any liabilities under the New York Lease first arising on or after the Closing Date.

SECTION 7. CONDITIONS PRECEDENT TO THE BUYER'S OBLIGATION TO CLOSE

The obligation of the Buyer to consummate the Transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Buyer, in whole or in part):

7.1 Accuracy of Representations. The representations and warranties of the Sellers set forth in Section 3 of this Agreement shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties are expressly made only as of an earlier date, in which case as of such earlier date.

7.2 Closing Deliveries. The Sellers shall have executed and delivered each of the agreements required to be executed and delivered by the Sellers pursuant to Section 2.4(b)(i) and shall have delivered the documents required to be delivered pursuant to Section 2.4(b)(ii).

SECTION 8. CONDITIONS PRECEDENT TO THE SELLERS' OBLIGATION TO CLOSE

The obligation of the Sellers to consummate the Transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Sellers, in whole or in part):

8.1 Accuracy of Representations. The representations and warranties of the Buyer set forth in Section 4 of this Agreement shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date as though made on such Closing Date, except to the extent such representations and warranties are expressly made only as of an earlier date, in which case as of such earlier date.

8.2 Closing Deliveries.

(a) The Buyer shall have made the cash payment contemplated by Section 2.4(b)(iii);
and

(b) The Buyer and Regent shall have executed and delivered each of the agreements required to be executed and delivered by the Buyer and Regent pursuant to Sections 2.4(b)(iv) and (v).

SECTION 9. TERMINATION

9.1 Termination Events. This Agreement may be terminated prior to the Closing:

(a) by mutual written consent of the Sellers and the Buyer;

(b) by either the Sellers or the Buyer, if the Closing shall not have occurred on or before August 31, 2008 (provided that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party whose action or failure to act has been the cause of or resulted in the failure of the Closing to occur on or before such date and such action or failure to act constitutes a breach of this Agreement);

(c) by either the Sellers or the Buyer, if any Governmental Body of competent jurisdiction shall have issued a final, nonappealable injunction permanently enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement;

(d) by the Sellers, if the Buyer has breached any representation, warranty, covenant or agreement on the part of the Buyer contained in this Agreement in any material respect, which breach would, individually or together with all such other then uncured breaches by the Buyer, constitute grounds for the conditions set forth in Section 8.1 or 8.2 not to be satisfied at the Closing Date and such breach is not cured within 15 Business Days after written notice thereof to the Buyer;

(e) by the Buyer, if the Sellers have breached any representation, warranty, covenant or agreement on the part of the Sellers contained in this Agreement in any material respect, which breach would, individually or together with all such other then uncured breaches by the Sellers, constitute grounds for the conditions set forth in Section 7.1 or 7.2 not to be satisfied at the Closing Date and such breach is not cured within 15 Business Days after written notice thereof to the Sellers;

(f) by the Sellers if the Buyer is in material breach of the Marketing Agreement, which material breach is not cured within 15 Business Days after written notice thereof to the Buyer; or

(g) by the Buyer if any of the Sellers are in material breach of the Marketing Agreement, which material breach is not cured within 15 Business Days after written notice thereof to the Buyer.

9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, no party to this Agreement shall have any other liability or further obligation hereunder to the other party hereto; *provided, however*, that: (a) the last sentence of Section 6.1(a) (Access and Investigation), and Section 6.4 (Confidentiality; Public Disclosure), Section 6.5(c) (Print Employees), Section 9.2 (Effect of Termination), Section 11.2 (Fees and Expenses), Section 11.3 (Notices) and Section 11.8 (Governing Law) shall survive any termination of this Agreement and (ii) notwithstanding anything to the contrary in this Agreement, termination will not relieve a breaching party from liability for any willful and material breach of any provision of this Agreement.

SECTION 10. INDEMNIFICATION, ETC.

10.1 Survival of Representations and Warranties and Covenants. The respective representations and warranties of the Sellers and the Buyer contained in this Agreement shall survive the Closing but shall expire on the 12 month anniversary of the Closing Date, except with respect to, and to the extent of, any claim of which written notice specifying, in reasonable detail, the nature and amount of the claim has been given by one party to the other prior to such expiration. The respective covenants and agreements of the Sellers and the Buyer contained in this Agreement (including, without limitation, the indemnification obligations set forth in this Section 10) shall survive the Closing, provided that any such covenants and agreements that by their terms are to be performed prior to the Closing Date shall survive the Closing Date only until the 12 month anniversary of the Closing Date.

10.2 Indemnification by the Sellers. Subject to the remaining provisions of this Section 10, the Sellers shall indemnify, defend and hold the Buyer and its officers, directors, employees, agents, advisers, representatives and Affiliates (collectively, the "**Buyer Indemnitees**") harmless from and after the Closing Date for the period set forth in Section 10.1 (including any extension thereof as expressly provided for in such Section) from and against any Damages incurred or suffered by the Buyer Indemnitees to the extent resulting or arising from: (a) any inaccuracy in any of the representations and warranties made herein by the Sellers or (b) any breach of any covenant or agreement of the Sellers made herein. Notwithstanding the foregoing with respect to Damages arising under Sections 10.2(a) and (b), (i) the Sellers shall not be liable to indemnify any Buyer Indemnitees for any individual claim for Damages in an amount less than \$5,000 (a "**De Minimis Claim**"), (ii) the Sellers shall not be liable to indemnify any Buyer Indemnitees against Damages unless and until the aggregate amount of such Damages (not including any De Minimis Claims) exceeds \$75,000 and then only to the extent of such excess, and (iii) the Sellers' maximum liability to the Buyer Indemnitees for Damages shall not exceed \$650,000.

10.3 Indemnification by the Buyer. Subject to the remaining provisions of this Section 10, the Buyer shall indemnify, defend and hold the Sellers and their respective officers, directors, employees, agents, advisers, representatives and Affiliates (collectively, the "**PlanetOut Indemnitees**") harmless from and after the Closing Date for the period set forth in Section 10.1 (including any extension thereof as expressly provided for in such Section) from and against any Damages incurred or suffered by the PlanetOut Indemnitees to the extent resulting or arising from (a) any inaccuracy in any of the representations and warranties made herein by the Buyer, and (b) any breach of any covenant or agreement of the Buyer made herein. Notwithstanding the foregoing with respect to Damages arising

under Sections 10.3(a) and (b), (i) the Buyer shall not be liable to indemnify any PlanetOut Indemnitees for any De Minimis Claim, (ii) the Buyer shall not be liable to indemnify any PlanetOut Indemnitees against Damages unless and until the aggregate amount of such Damages (not including any De Minimis Claims) exceeds \$75,000 and then only to the extent of such excess, and (iii) the Buyer's maximum liability to the PlanetOut Indemnitees for Damages shall not exceed \$650,000.

10.4 Indemnification Procedure.

(a) Promptly after the incurrence of any Damages by the party seeking indemnification hereunder (the "**Indemnified Party**"), including, without limitation, any claim by a third party described in Section 10.4(d) hereof, which might give rise to indemnification hereunder, the Indemnified Party shall deliver to the party from which indemnification is sought (the "**Indemnifying Party**") a certificate (the "**Claim Certificate**"), which Claim Certificate shall:

(i) state that the Indemnified Party has paid or properly accrued Damages, or anticipates that it shall incur liability for Damages for which such Indemnified Party is entitled to indemnification pursuant to this Agreement; and

(ii) specify in reasonable detail each individual item of Damages included in the amount so stated, the date such item was paid or properly accrued, the basis for any anticipated liability and the nature of the misrepresentation, breach of warranty or breach of covenant or claim to which each such item is related and the computation of the amount to which such Indemnified Party claims to be entitled hereunder.

(b) In case the Indemnifying Party shall object to the indemnification of an Indemnified Party in respect of any claim or claims specified in any Claim Certificate, the Indemnifying Party shall, within 10 Business Days after receipt by the Indemnifying Party of such Claim Certificate, deliver to the Indemnified Party a written notice to such effect and the Indemnifying Party and the Indemnified Party shall, within the 10 Business Day period beginning on the date of receipt by the Indemnified Party of such written objection, attempt in good faith to agree upon the rights of the respective parties with respect to each of such claims to which the Indemnifying Party shall have so objected. If the Indemnified Party and the Indemnifying Party shall succeed in reaching agreement on their respective rights with respect to any of such claims, the Indemnified Party and the Indemnifying Party shall promptly prepare and sign a memorandum setting forth such agreement. Should the Indemnified Party and the Indemnifying Party be unable to agree as to any particular item or items or amount or amounts, then the Indemnified Party and the Indemnifying Party each have the right to bring a legal action or legal proceeding pursuant to the provisions of Section 11.9.

(c) Claims for Damages specified in any Claim Certificate to which an Indemnifying Party shall not object in writing within 10 Business Days of receipt of such Claim Certificate, claims for Damages covered by a memorandum of agreement of the nature described in Section 10.4(b) and claims for Damages the validity and amount of which have been the subject of a final and binding judicial determination, the time for appeal having expired, are hereinafter referred to, collectively, as "**Agreed Claims**." Within 10 Business Days of the determination of the amount of any Agreed Claims, subject to the limitations of this Section 10, the Indemnifying Party shall pay to the Indemnified Party an amount equal to the Agreed Claim by cashier's check or wire transfer to the bank account or accounts designated in writing by the Indemnified Party not less than one Business Day prior to such payment.

(d) Promptly after the assertion by any third party of any claim against any Indemnified Party that in the reasonable judgment of such Indemnified Party may result in the incurrence by such Indemnified Party of Damages for which such Indemnified Party would be entitled to

indemnification pursuant to this Agreement, such Indemnified Party shall deliver to the Indemnifying Party a written notice describing in reasonable detail such claim and such Indemnifying Party may, at its option, assume the defense of the Indemnified Party against such claim (including the employment of counsel, who shall be reasonably satisfactory to such Indemnified Party) at such Indemnifying Party's expense. Any failure on the part of the Indemnified Party to provide prompt notice shall not limit any of the obligations of the Indemnifying Party (except to the extent such failure materially prejudices the defense of such claim). Any Indemnified Party shall have the right to employ separate counsel in any such action or claim and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Indemnifying Party unless (i) the Indemnifying Party shall have failed, within 15 Business Days after having been notified by the Indemnified Party of the existence of such claim as provided in the preceding sentence, to assume the defense of such claim or to notify the Indemnified Party in writing that it shall assume the defense of such claim, (ii) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party, or (iii) the named parties to any such action (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party and such Indemnified Party shall have been advised by such counsel that there may be one or more legal defenses available to the Indemnifying Party which are not available to, or the assertion of which would be adverse to the interests of, the Indemnified Party. No Indemnifying Party shall be liable to indemnify any Indemnified Party for any settlement of any such action or claim effected without the consent of the Indemnifying Party, but if settled with the written consent of the Indemnifying Party, or if there be a final judgment for the plaintiff in any such action, the Indemnifying Party shall indemnify and hold harmless each Indemnified Party from and against any loss or liability by reason of such settlement or judgment, subject to the limitations set forth in this Section 10. The Indemnified Party agrees to fully cooperate in all matters covered by this Section 10.4(d), including, as required, the furnishing of books and records, personnel and witnesses and the execution of documents, in each case as necessary for any defense of such third party claim and at no cost to the Indemnifying Party.

10.5 Certain Offsets. For purposes of this Section 10, "Damages" shall be net of any insurance or other recoveries payable to the Indemnified Party or its Affiliates in connection with the facts giving rise to the right of indemnification. The parties agree to treat any payment pursuant to this Section 10 (other than the portion treated as interest) as an adjustment to the Purchase Price.

10.6 Exclusive Remedy. After the Closing Date, this Section 10 shall provide the exclusive remedy for any of the matters addressed herein or other claims arising out of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Further Assurances. Each party hereto shall execute and/or cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the Transactions.

11.2 Fees and Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

11.3 Notices. All notices and other communications required or permitted to be given hereunder shall be sent to the party to whom it is to be given with copies to all other parties as follow (as elected by the party giving such notice) and be either personally delivered against receipt, by facsimile or other wire transmission, by registered or certified mail (postage prepaid, return receipt requested) or deposited with an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to PlanetOut:

PlanetOut Inc.
1355 Sansome Street
San Francisco, California 94111
Attention: Chief Executive Officer
Facsimile: (415) 834-6216

with a copy to:

PlanetOut Inc.
1355 Sansome Street
San Francisco, California 94111
Attention: General Counsel
Facsimile: (415) 834-6381

and to:

Howard Rice Nemerovski Canady Falk & Rabkin,
A Professional Corporation
Three Embarcadero Center, 7th Floor
San Francisco, California 94111
Attention: Michael J. Sullivan
Facsimile: (415) 217-5910

(b) if to the Buyer or Regent:

Regent Entertainment Media Inc.
10990 Wilshire Boulevard, Penthouse 1800
Los Angeles, California 90024
Attention: Chairman
Facsimile: (310) 806-4265

with a copy to:

De Castro West Chodorow Glickfeld & Nass, Inc.
10960 Wilshire Boulevard, 14th Floor
Los Angeles, California 90024
Attention: Hilton Chodorow
Facsimile: (310) 473-0123

All notices and other communications shall be deemed to have been given (i) when received if given in person, (ii) on the date of electronic confirmation of receipt if sent by facsimile or other wire transmission, (iii) three Business Days after being deposited in the U.S. mail, certified or registered mail, postage prepaid, or (iv) one Business Day after being deposited with a reputable overnight courier.

11.4 Time of the Essence. Time is of the essence of this Agreement.

11.5 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

11.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

11.7 Attorneys' Fees. If any legal action or other legal proceeding relating to any of the Transaction Agreements or the enforcement of any provision of any of the Transaction Agreements is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

11.8 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

11.9 Venue.

(a) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in the Cities and Counties of San Francisco or Los Angeles, California. Each party to this Agreement:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the Cities and Counties of Los Angeles and San Francisco, California (and each appellate court located in the State of California) in connection with any such legal proceeding;

(ii) agrees that each state and federal court located in the Cities and Counties of Los Angeles and San Francisco, California shall be deemed to be a convenient forum; and

(iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the Cities and Counties of Los Angeles and San Francisco, California, any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(b) Each of the Sellers and the Buyer agree that, if any proceeding is commenced against any Indemnified Party by any Person in or before any court or other tribunal anywhere in the world, then such Indemnified Party may proceed against the Indemnifying Party in such court or other tribunal with respect to any indemnification claim or other claim arising directly or indirectly from or relating directly or indirectly to such proceeding or any of the matters alleged therein or any of the circumstances giving rise thereto.

(c) Each of the Sellers and the Buyer each irrevocably waives the right to a jury trial in connection with any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement.

11.10 Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

11.11 Waiver. At any time prior to the Closing Date, the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11.12 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Buyer and PlanetOut.

11.13 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

11.14 Parties in Interest. Except for the provisions of Section 10 hereof, none of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

11.15 Entire Agreement. The Transaction Agreements supersede that certain letter of intent dated April 7, 2008 between Regent Releasing, L.L.C. and PlanetOut Inc. (which letter of intent shall have no further force or effect) and set forth the entire understanding of the parties relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter thereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto.

11.16 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

[Signature Page Attached]

IN WITNESS WHEREOF, the Buyer, Regent and the Sellers have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

"BUYER":

REGENT ENTERTAINMENT MEDIA INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

"REGENT":

REGENT RELEASING, L.L.C.
a Texas limited liability company

By: _____
Name: _____
Title: _____

"SELLERS":

PLANETOUT INC.,
a Delaware corporation

By: _____
Name: Karen Magee
Title: Chief Executive Officer

LPI MEDIA INC.,
a Delaware corporation

By: _____
Name: Karen Magee
Title: Chief Executive Officer

SPEC PUB, INC.,
a Delaware corporation

By: _____
Name: Karen Magee
Title: Chief Executive Officer

[Signature to Put/Call Agreement]

IN WITNESS WHEREOF, the Buyer, Regent and the Sellers have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

"BUYER":

REGENT ENTERTAINMENT MEDIA INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

"REGENT":

REGENT RELEASING, L.L.C.
a Texas limited liability company

By: _____
Name: _____
Title: _____

"SELLERS":

PLANETOUT INC.,
a Delaware corporation

By: *Karen Magee*
Name: Karen Magee
Title: Chief Executive Officer

LPI MEDIA INC.,
a Delaware corporation

By: *Karen Magee*
Name: Karen Magee
Title: Chief Executive Officer

SPEC PUB, INC.,
a Delaware corporation

By: *Karen Magee*
Name: Karen Magee
Title: Chief Executive Officer

[Signature to Put/Call Agreement]

**Section 2.2(c)
Print Business IP**

See the Registered IP disclosed in Section 3.6 of this Disclosure Schedule.

LPI DBA's

The Advocate
advocate.com
Advocate Books
Out
out.com
Alyson Publications
Alyson Books
Alyson Wonderland
alyson.com
HIV+
HIVplusmag.com
LPI
LPI Media
Out Traveler
outtraveler.com

SPI DBA's

Unzipped
Unzipped Monthly
Unzipped Video
Unzipped.net
Men
menmagazine.com
Men Cyberclub
mencyberclub.com
Men Machine
menmachine.com
Freshmen
freshmen.com
Club Freshmen
clubfresh.com
[2]
Two
2mag.net
buygay.com
Friction
S.P.I.
SLI

SPLLC
Specialty Publication
Specialty Publications
Fresh Men

URLS

[See attached]

SCHEDULE 1

Registered U.S. Trademarks

Country	Registered Owner	Trademark	Registration No.	Registration Date
United States	Specpub, Inc.	FRESH MEN	1812891	12/21/1993
United States	Specpub, Inc.	UNZIPPED	2158988	5/19/1998
United States	Specpub, Inc.	MEN ¹	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

¹A section 8 and Section 15 filing was made on October 5, 2006 but SPI has not received confirmation from the US Patent & Trademark Office that the filing was granted.
W03 153200039/1515235/v2

Applications for Registered Copyrights

SpecPub, Inc. Copyright Applications

<u>PUBLICATION</u>	<u>DATE</u>	<u>ISSUE/VOLUME</u>	<u>REGISTRATION NO.</u>
Men	August 2007	280	<i>Pending</i>
Men	September 2007	281	<i>Pending</i>
Men	March 2008	287	<i>Pending</i>
Men	April 2008	288	<i>Pending</i>
Men	May 2008	289	<i>Pending</i>
Men	June 2008	290	<i>Pending</i>
Men	July 2008	291	<i>Pending</i>
Men	August 2008	292	<i>Pending</i>
Men	September 2008	293	<i>Pending</i>
Freshmen	August 2007	191	<i>Pending</i>
Freshmen	September 2007	192	<i>Pending</i>
Freshmen	November 2007	194	<i>Pending</i>
Freshmen	December 2007	195	<i>Pending</i>
Freshmen	January 2008	196	<i>Pending</i>
Freshmen	February 2008	197	<i>Pending</i>
Freshmen	March 2008	198	<i>Pending</i>
Freshmen	April 2008	199	<i>Pending</i>
Freshmen	May 2008	200	<i>Pending</i>
Freshmen	June 2008	201	<i>Pending</i>
Freshmen	July 2008	202	<i>Pending</i>
[2] When Men Come Together	Nov/Dec 2007	41	<i>Pending</i>
[2] When Men Come Together	Jan/Feb 2008	42	<i>Pending</i>
Unzipped	August 2007	288	<i>Pending</i>
Unzipped	October 2007	290	<i>Pending</i>
Unzipped	November 2007	291	<i>Pending</i>
Unzipped	March 2008	295	<i>Pending</i>
Unzipped	April 2008	296	<i>Pending</i>
Unzipped	May 2008	297	<i>Pending</i>
Unzipped	June 2008	298	<i>Pending</i>
Unzipped	July 2008	299	<i>Pending</i>
Unzipped	August 2008	300	<i>Pending</i>
Big Men Special	July 15, 2008		<i>Pending</i>
Big Men Collectors	July 15, 2008		<i>Pending</i>

**Section 2.2(j)
Publications**

Men
Freshmen
Unzipped
The Advocate
HIV Plus
MPOWR Plus
Out
The Out Traveler

W03 153200039/1503230/v13