

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
LPI Media Inc.		08/13/2008	CORPORATION:

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:

PROPERTY NUMBERS Total: 8

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

CORRESPONDENCE DATA

Fax Number: (202)776-7801
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-776-7800
 Email: jstaples@duanemorris.com
 Correspondent Name: D. Joseph English

CH \$215.00 2382209

900164289

**TRADEMARK
 REEL: 004222 FRAME: 0046**

Address Line 1: 505 9th Street, N.W.
Address Line 2: Suite 1000
Address Line 4: Washington, D.C., DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	REG01 037
NAME OF SUBMITTER:	D. Joseph English
Signature:	/dje/
Date:	06/10/2010

Total Attachments: 7
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of August 13, 2008, by and between LPI Media Inc., a Delaware corporation (the "Assignor") and **REGENT ENTERTAINMENT MEDIA INC.**, a Delaware corporation (the "Assignee").

RECITALS

A. The Assignor and the Assignee are parties to that certain Put/Call Agreement, dated as of August 12, 2008, by and among PlanetOut, Inc., a Delaware corporation, the Assignor, SpecPub, Inc., a Delaware corporation, the Assignee, and Regent Releasing, L.L.C., a Texas limited liability company (the "**Put/Call Agreement**"), pursuant to which the Assignor and the other Sellers agreed to sell, assign, transfer, convey and deliver the Assets to the Assignee, including the Print Business IP. Except as may be otherwise specified herein, all capitalized terms used herein shall have the same meanings given to them in the Put/Call Agreement.

B. The Assignor is the owner of the registered trademarks and applications for registered trademarks listed on Schedule 1 annexed hereto and made a part hereof, which are part of the Print Business IP (collectively, the "**Trademarks**"), together with all goodwill represented and symbolized by the Trademarks (the "**Goodwill**").

C. The Assignor desires, by its execution and delivery of this Assignment, to evidence the assignment of the Assignor's title to the Trademarks, together with the Goodwill, to the Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee (and its successors and assigns), as purchaser of the Assets, the entire worldwide right, title and interest of the Assignor in, to, and under the Trademarks and the Goodwill.
2. The Assignor further authorizes the Assignee (at the Assignee's sole expense) and the Commissioner of Patents and Trademarks of the United States of America, and any official or agency of any country or countries foreign to the United States of America whose duty it is to record trademark registrations, applications, assignments, and title thereto, to record the trademark registrations and applications listed on Schedule 1 as the property of the Assignee.
3. The Assignor will cooperate with the Assignee (at the Assignee's sole expense) in executing and/or filing documents with the U.S. Patent and Trademark Office (the "PTO") and any equivalent agency in any country foreign to the United States of America as may be required to record this Assignment with the PTO or such agency, and to designate the Assignee as the owner of the Trademarks.
4. The Assignor will also do, execute, acknowledge, deliver, file, or record, or will assist the Assignee (at the Assignee's sole expense) or endeavor to cause others to do, execute,

acknowledge, deliver, file, or record, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, instruments, and assurances as the Assignee may reasonably request, or as may be required by the law of the United States of America or any country foreign to the United States of America, in order to convey to the Assignee the rights set forth herein.

5. All of the terms and provisions of this Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

6. This Assignment 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).

7. This Assignment is executed and delivered pursuant to the Put/Call Agreement and is subject to all of the terms and conditions set forth in the Put/Call Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Put/Call Agreement. In the event of any conflict with the provisions of the Put/Call Agreement, the Put/Call Agreement shall govern.

8. This Assignment is not intended to and does not affect the representations, warranties and covenants made by the parties in the Put/Call Agreement.

9. None of the provisions of this Assignment is intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

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

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SCHEDULE 1

Registered U.S. Trademarks

Country	Registered Owner	Trademark	Registration No.	Registration Date
United States	LPI Media, Inc.	OUT TO PARTY ¹	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

Registered Foreign Trademarks and Applications

Country	Registered Owner	Trademark	Registration No.	Registration Date
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

¹This is a cancelled trademark.

Country	Registered Owner	Trademark	Registration No.	Registration Date
European Union (C.T.M.)	Triangle Marketing Services, Inc.	OUT	1063569	Appin. Date: 2/3/1999

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RECORDED: 06/10/2010

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