

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVERYDAY HEALTH, INC.		10/22/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	505 Fifth Avenue, 11th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85701643	BETTER EATS
Registration Number:	2605574	CAREPAGES
Serial Number:	77828617	DAILY GLOW
Registration Number:	3892193	EVERYDAY HEALTH
Registration Number:	4158204	EVERYDAY HEALTH
Registration Number:	3387384	EVERYDAY HEALTH
Registration Number:	3387385	EVERYDAY HEALTH
Registration Number:	3371410	EVERYDAY HEALTH
Registration Number:	3756122	EVERYDAY HEALTH
Registration Number:	4158088	EVERYDAY HEALTH
Registration Number:	3762352	EVERYDAY HEALTH NETWORK
Serial Number:	85631634	EVERYDAY HEALTH. ALWAYS CHOOSE WELL
Registration Number:	2754896	HEALTHTALK
Registration Number:	2892281	HEALTHTALK

OP \$515.00 85701643

Registration Number:	2096293	HEALTHTALK INTERACTIVE
Registration Number:	3375551	KNOWYOURRISK
Serial Number:	85737683	RECIPE REHAB
Registration Number:	3337486	REVOLUTION HEALTH
Registration Number:	3762388	WATERFRONT MEDIA
Serial Number:	85701636	WHERE HEALTH MEETS DELICIOUS

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F141841
NAME OF SUBMITTER:	Andrew Nash
Signature:	/Andrew Nash/
Date:	10/23/2012

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 22, 2012 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Fifth Avenue, 11th Floor, New York, New York 10017 ("Bank") and **EVERYDAY HEALTH, INC.**, a Delaware corporation, with its principal place of business at 345 Hudson Street, 16th Floor, New York, New York 10014 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **EVERYDAY HEALTH MEDIA, LLC**, a Delaware limited liability company ("**Media**"), and **MEDPAGE TODAY, L.L.C.**, a New Jersey limited liability company ("**MedPage**") (Grantor, Media and MedPage are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of September 22, 2010, as amended by that certain First Loan Modification Agreement dated as of April 27, 2011, as affected by a certain Joinder Agreement dated as of July 8, 2011, as further amended by a certain Second Loan Modification Agreement dated as of December 21, 2011, as further amended by a certain Third Loan Modification Agreement dated as of August 10, 2012, and as further amended by a certain Fourth Loan Modification Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower's obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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

Address of Grantor:

345 Hudson Street, 16th Floor
New York, New York 10014

Attn: General Counsel

GRANTOR:

EVERYDAY HEALTH, INC.

By: [Signature]

Name: Alan Shapiro

Title: VP and General Counsel

Address of Bank:

505 Fifth Avenue, 11th Floor
New York, New York 10017

Attn: Mr. Michael McMahon

BANK:

SILICON VALLEY BANK

By: [Signature]

Name: Jesse Horley

Title: DTL

TRADEMARK

REEL: 004886 FRAME: 0934

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

**Everyday Health, Inc.
Patent Schedule**

Title	App. No. or Pat. No.	App. Date or Issue Date	Owner
RECOGNIZING HEALTHCARE TREATMENT TRENDS, AND DIVERGENCE FROM HEALTHCARE TREATMENT TRENDS, BY MEMBERS OF A PEER GROUP	11/866,776	10/3/2007	Everyday Health, Inc
PERSONALIZED COLLECTIONS OF SERVICE OR PRODUCT REVIEWS	11/866,848	10/3/2007	Everyday Health, Inc
INTELLIGENTLY DETERMINING COMPLETENESS OF COLLECTED INFORMATION	11/866,933	10/3/2007	Everyday Health, Inc
PANTRY INVENTORY MANAGEMENT AND RECIPE SELECTION	12/142,648	6/19/2008	Everyday Health, Inc
IDENTIFYING ONE OR MORE HEALTHCARE PROVIDERS	12/443,946	12/7/2009	Everyday Health, Inc
USER HEALTH STATUS	12/641,667	12/18/2009	Everyday Health, Inc

EXHIBIT C



Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Everyday Health, Inc.
Trademark Schedule

Mark	App. No. or Reg. No.	App. Date or Reg. Date	Record Owner
BETTER EATS	App. No. 85701643	Filed 8/13/12	Everyday Health, Inc.
CAREPAGES	Reg. No. 2605574	Registered 8/6/02	Everyday Health, Inc.
DAILY GLOW	App. No. 77828617	Filed 9/17/09	Everyday Health, Inc.
EVERYDAY HEALTH	Reg. No. 3892193	Registered 12/21/10	Everyday Health, Inc.
EVERYDAY HEALTH	Reg. No. 4158204	Registered 6/12/12	Everyday Health, Inc.
EVERYDAY HEALTH & Design	Reg. No. 3387384	Registered 2/26/08	Everyday Health, Inc.
			
EVERYDAY HEALTH & Design	Reg. No. 3387385	Registered 2/26/08	Everyday Health, Inc.
			

EVERYDAY HEALTH & Design 	Reg. No. 3371410	Registered 1/22/08	Everyday Health, Inc.
EVERYDAY HEALTH & Design 	Reg. No. 3756122	Registered 3/2/10	Everyday Health, Inc.
EVERYDAY HEALTH & Design 	Reg. No. 4158088	Registered 6/12/12	Everyday Health, Inc.
EVERYDAY HEALTH NETWORK & Design 	Reg. No. 3762352	Registered 3/23/10	Everyday Health, Inc.
EVERYDAY HEALTH ALWAYS CHOOSE WELL HEALTHTALK	App. No. 85631634	Filed 5/22/12	Everyday Health, Inc.
HEALTHTALK	Reg. No. 2754896	Registered 8/26/03	Everyday Health, Inc.
HEALTHTALK	Reg. No. 2892281	Registered 10/12/04	Everyday Health, Inc.
HEALTHTALK INTERACTIVE	Reg. No. 2096293	Registered 9/16/97	Everyday Health, Inc.
KNOWYOURRISK	Reg. No. 3375551	Registered 1/29/08	Everyday Health, Inc.

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RECIPE REHAB	App. No. 85737683	Filed 9/25/12	Everyday Health, Inc.
REVOLUTION HEALTH	Reg. No. 3337486	Registered 11/13/07	Everyday Health, Inc.
WATERFRONT MEDIA	Reg. No. 3762388	Registered 3/23/10	Everyday Health, Inc.
WHERE HEALTH MEETS DELICIOUS	App. No. 85701636	Filed 8/13/12	Everyday Health, Inc.

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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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