

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Demand Media, Inc.		08/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4146569	EHOW	
Serial Number:	85685691	HOTKEYS	
Serial Number:	85685700	HOTKEYS	
Registration Number:	4111966	INDIECLICK	
Serial Number:	85428036	DM	
Registration Number:	4220536	RSS GRAFFITI	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		

CH \$165.00 4146569

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TRADEMARK

REEL: 004914 FRAME: 0965

ATTORNEY DOCKET NUMBER:	51285-31850
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/07/2012
<p>Total Attachments: 7 source=Demand 2012 Supplement filing #page1.tif source=Demand 2012 Supplement filing #page2.tif source=Demand 2012 Supplement filing #page3.tif source=Demand 2012 Supplement filing #page4.tif source=Demand 2012 Supplement filing #page5.tif source=Demand 2012 Supplement filing #page6.tif source=Demand 2012 Supplement filing #page7.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 4, 2011, is made by DEMAND MEDIA, INC. ("**Grantor**") in favor of SILICON VALLEY BANK, as administrative agent (together with its successors, in such capacity, the "**Administrative Agent**") for the banks and other financial institutions or entities (each a "**Lender**" and, collectively, the "**Lenders**") from time to time parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), among Grantor, the Lenders party thereto and the Administrative Agent.

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in the Credit Agreement. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. Pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent 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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent or any Lender as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the other 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 004914 FRAME: 0967

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

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GRANTOR:

DEMAND MEDIA, INC.

By: 

Title: PRESIDENT + CFO

BANK:

SILICON VALLEY BANK, as
Administrative Agent

By: _____

Title: _____

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

GRANTOR:

DEMAND MEDIA, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK, as
Administrative Agent

By: Victoria Regan

Title: Relationship Mgr.

EXHIBIT A – COPYRIGHTS

NONE

EXHIBIT B – PATENTS

Title	App. No.	Patent No.	Owner
Method and system for ranking of keywords for profitability	13/479,666		Demand Media, Inc.
Methods and systems to facilitate keyword bid arbitrage with multiple advertisement placement providers	13/530,479		Demand Media, Inc.
Providing a result with a requested accuracy using individuals previously acting with a consensus	13/539,152		Demand Media, Inc.
Systems and methods for psychographic tilting	13/560,834		Demand Media, Inc.
Systems and methods for time and space algorithm usage	13/560,906		Demand Media, Inc.
Method and system for ranking of keywords for profitability	13/187,212	8,200,678	Demand Media, Inc.
Platform for enabling voice commands to resolve phoneme based domain name registrations	13/276,264	8,271,286	Demand Media, Inc.
Systems and methods for recommended content platform	13/285,874		Demand Media, Inc.
Platform for enabling voice commands to resolve phoneme based domain name registrations	11/937,406		Demand Media, Inc.
Method, system, and computer program product for managing information in a computer network	12/278,965		Demand Media, Inc.

EXHIBIT C - TRADEMARKS

Mark	App. No.	Reg. No.	Owner
eHOW (logo)	85/434,553	4,146,569	Demand Media, Inc.
HOTKEYS	85/685,691		Demand Media, Inc.
HOTKEYS	85/685,700		Demand Media, Inc.
INDIECLICK	85/408,176	4,111,966	Demand Media, Inc.
DM LOGO	85/428,036		Demand Media, Inc.
RSS GRAFFITI	85/394,857	4,220,536	Demand Media, Inc.