

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVERYDAY HEALTH MEDIA, LLC	10/22/2012
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT
Street Address:	901 Fifth Avenue, Suite 3900
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98614
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7092939
Patent Number:	7584180
Application Number:	10551609
CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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:	F141864
NAME OF SUBMITTER:	Andrew Nash
Total Attachments: 9 source=Everyday Health Media, LLC - (SL) Patent IPSA#page2.tif	

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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 901 Fifth Avenue, Suite 3900, Seattle, Washington 98614 ("Bank" and, in its capacity as Administrative Agent, "Agent") and **EVERYDAY HEALTH MEDIA, LLC**, a Delaware limited liability company, with its principal place of business at 345 Hudson Street, 16th Floor, New York, New York 10014 ("Grantor").

RECITALS

A. Bank, **SILVER LAKE WATERMAN FUND, L.P.** and any other Lenders listed on Schedule 1 to the Loan Agreement (as defined below) or otherwise party thereto from time to time (each a "Lender", and collectively "Lenders") have agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **EVERYDAY HEALTH, INC.**, a Delaware corporation ("**Everyday Health**"), and **MEDPAGE TODAY, L.L.C.**, a New Jersey limited liability company ("**MedPage**") (Grantor, Everyday Health 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 Subordinated Loan and Security Agreement by and among Agent, Lenders and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, 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 Agent, for the ratable benefit of Lenders, 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 Agent, for the ratable benefit of Lenders, 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 Agent, for the ratable benefit of Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, 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.

GRANTOR:

Address of Grantor:

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

Attn: General Counsel

EVERYDAY HEALTH MEDIA, LLC

By: [Signature]

Name: Alan Shapiro

Title: VP and General Counsel

AGENT:

Address of Agent:

901 Fifth Avenue, Suite 3900
Seattle, Washington 98114

Attn: Mr. Jim Ellison

SILICON VALLEY BANK

By: [Signature]

Name: Jesse Hurley

Title: OTI

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

**Everyday Health Media, LLC
Patent Schedule**

Title	App. No. or Pat. No	App. Date or Issue. Date	Owner
INTERACTIVE STREAMING TICKER	7,092,939	8/15/2006	Wondir General, Inc
INTERACTIVE STREAMING TICKER	7,584,180	9/21/2009	Wondir General, Inc
SYSTEM FACILITATING COMMUNICATIONS AND FINANCIAL CONTRIBUTIONS INVOLVING FACILITIES AND RESIDENTS THEREOF	10/551,609	7/24/2006	Carepages, Inc.

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EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

**Eqal, Inc.
Trademark Schedule**

Mark	App. No. or Reg. No.	App. Date or Reg. Date	Record Owner
12 IN 12	Reg. No. 3494904	Registered 9/2/08	Eqal, Inc.
BEAUTY VLOGGER BOOT CAMP	App. No. 85572378	Filed 3/17/12	Eqal, Inc.
E HAUTE LIST	App. No. 85572379	Filed 3/17/12	Eqal, Inc.
EQAL	Reg. No. 3624099	Registered 5/19/09	Eqal, Inc.
KATEMODERN	Reg. No. 3521526	Registered 10/21/08	Eqal, Inc.
LG15	Reg. No. 3470586	Registered 7/22/08	Eqal, Inc.
LONELYGIRL15	Reg. No. 3338362	Registered 11/20/07	Eqal, Inc.
THE HAUTE LIST	App. No. 85642927	Filed 6/4/12	Eqal, Inc.
THE SHOW IS EVERYWHERE	Reg. No. 3549963	Registered 12/23/08	Eqal, Inc.
U LOOK HAUTE	App. No. 85572377	Filed 3/17/12	Eqal, Inc.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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