

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3785006

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BRIAN DILLON	10/15/2010
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DEMAND MEDIA, INC.	
<b>Street Address:</b>	1299 OCEAN AVENUE	
<b>City:</b>	SANTA MONICA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	90401	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	13894199	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	suim@gtlaw.com	
<b>Correspondent Name:</b>	GREENBERG TRAURIG LLP	
<b>Address Line 1:</b>	77 WEST WACKER DRIVE, SUITE 3100	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601	
<b>ATTORNEY DOCKET NUMBER:</b>	104128-229000/US	
<b>NAME OF SUBMITTER:</b>	MENG SUI	
<b>SIGNATURE:</b>	/Meng Sui/	
<b>DATE SIGNED:</b>	03/15/2016	
<b>Total Attachments: 7</b>		
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**DEMAND MEDIA, INC.  
CONFIDENTIAL INFORMATION AND  
DEVELOPMENT AGREEMENT**

In consideration of my engagement by Demand Media, Inc. (the "**Company**") to provide the services (the "**Services**") described in the offer letter entered into between the Company and me, dated 15 - October, 2010 (the "**Employment Agreement**"), I hereby agree as follows (in this "**Agreement**");

1. **Confidential Information.** I acknowledge and understand that I will be given access to certain confidential, secret and proprietary information and materials owned by the Company or which relate to the Company's historical, current or planned business or business activities, including but not limited to, all information not generally known to the public that relates to the inventions, processes, formulas, designs, developments, technology, technical data, research and development, products, policies, practices, supplier information, markets, marketing plans, subscribers and proposals of the Company, the identity of all actual and prospective clients, client lists, files and all information relating to individual clients, and information on all persons for whom the Company performs services or with whom I have contact during the course of my employment related to the Company's current or planned business or business activities, and all other information the Company designates as "confidential" (hereafter the "**Confidential Information**"), *provided*, that Confidential Information does not include information which (i) is or becomes publicly known other than as a result of my actions in violation of this Agreement; (ii) has been made available by the Company, directly or indirectly, to a non-affiliated third party without obligation of confidentiality; or (iii) I am obligated to produce as a result of a court order or pursuant to governmental action or proceeding, provided that I give the Company prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting such Confidential Information from public disclosure. I acknowledge and agree that all Confidential Information shall be considered trade secrets of the Company and shall be entitled to all protections given by law to trade secrets. Confidential Information shall apply to every form in which information shall exist, whether written, film, tape, computer disk or other form of media, including original materials and any copies thereof. I agree that the Confidential Information shall be the sole and exclusive property of the Company. I will not, during my employment with the Company or at any time after the termination of my employment for any reason whatsoever, disclose or make known or use for myself or others (except as required in the course of employment with the Company) any Confidential Information or information about clients to any person, firm, corporation or other entity, except when authorized to do so in writing signed by an executive officer of the Company. Moreover, I will not directly or indirectly help or assist any other person to do any of the prohibited acts listed in this Section.
2. **Documents.** All notes, memoranda, files, records, writings and other documents, whether on tangible or electronic media ("**Documents**"), which I shall prepare, use or come into contact with during my employment with the Company which relate to or are useful in any manner to the business now or hereafter conducted by the Company are

and shall remain the sole and exclusive property of the Company. I shall not remove from the Company's premises the original or any reproduction of any such Documents nor any of the information contained therein without the prior written consent of an authorized representative of the Company, and all such Documents and information in my possession or under my custody or control shall be immediately turned over to the Company immediately upon the termination of my service relationship with the Company.

3. Developments.

- a. *Property of the Company.* I agree that all Developments (as defined below) shall be at the instant of creation or expression the sole property of the Company, to the greatest extent possible shall be deemed "works made for hire" and that I shall retain no rights or interest of any kind therein. The Company shall own all right, title and interest of any kind in and to all Developments and all related intellectual property, ownership and other rights and I shall have no claims, interest, rights or title in and to each of the Developments and all related intellectual, ownership and other rights thereto.
- b. *Waiver of Rights; License.* In the event that, by operation of law or otherwise, I retain any rights to any Developments or any related intellectual property, ownership or other rights, I hereby transfer and assign to the Company, without further consideration, my entire right, title and interest in and to such Developments and all related intellectual property, ownership and other rights, and I hereby waive any and all rights or interest of any kind therein including any moral rights; and to the extent any right, title or interest in and to any Developments or any related intellectual property, ownership or other rights cannot fully be assigned by me to the Company, I hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable, perpetual, worldwide license (with rights to sublicense) to use, exploit and practice such non-assignable right, title and interest.
- c. *Cooperation.* I agree to assist the Company in protecting the Company's sole interest in the Developments, and to execute any and all documents required to ensure that all intellectual property rights in the Developments are owned solely and exclusively by the Company. I hereby irrevocably appoint the Company as my true and lawful attorney-in-fact, which appointment is coupled with an interest to act for and on my behalf to execute, verify and file any such documents and to do all other acts to further the purposes of this Section 3 with the same legal force and effect as if executed by me (including without limitation the right to execute assignments of and to register any and all rights to the Developments), and this appointment shall survive termination of this Agreement. I agree to promptly and fully disclose in writing to the Company all Developments during the term of the Employment Agreement and for a period of one year

immediately following my termination of employment with the Company for any reason (the "Restricted Period").

- d. *Limited Scope.* This Section 3 shall not apply to any inventions that I have made prior to my employment by the Company (all of which are listed on Exhibit A, attached hereto), or to any inventions that I develop entirely on my own time without using any of the Company's equipment, supplies, facilities, time or Confidential Information and which do not relate to the Company's present, future or prospective business, products, research and development, processes or the work I perform for the Company. If, in the course of my employment with the Company, I incorporate an invention identified on Exhibit A into a Development, I hereby grant the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense) to make, have made, modify, use, distribute and sell such prior invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, prior inventions in any Developments without the Company's prior written consent.
- e. *Definition.* As used in this Section 3, "**Developments**" means any and all:
  - (i) ideas, designs, designations, concepts, inventions, products, discoveries, improvements, processes, machines, manufacturing, marketing, service methods and techniques, formulae, designs, composition of matter, styles and specifications (whether or not protectable under patent or other laws),
  - (ii) works of authorship or information fixed in any tangible medium of expression or mask works, (iii) trademarks, service marks or trade names, (iv) trade secrets and know-how (including, without limitation, any of the foregoing relating to formulae, patterns, compilations, programs, methods, techniques or processes), (v) subject matter otherwise protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and (vi) products, systems, equipment, or devices which are conceived, reduced to practice, created, derived, developed or made from any of the foregoing clauses, and with respect to such foregoing clauses other than clause (v), whether or not protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, which are conceived, reduced to practice, created, derived, developed, improved or made by me (whether at the request or suggestion of Company or otherwise, whether alone or in conjunction with others, and whether during my hours of work or otherwise) during the period of my employment with Company (including any period prior to the date of this Agreement), which may pertain to the present, future or prospective business, products, research and development, or processes of the Company.

- 4. Employee Non-Solicitation. I acknowledge that I have or will gain valuable information about the identity, qualifications and on-going performance of the employees of the Company. During the Restricted Period, I agree that I will not directly or indirectly solicit, recruit or encourage any of the Company's employees to resign their employment with the Company or to seek employment with me or any

other person or entity, or disclose any Confidential Information about any such employee to any prospective employer.

5. Client Non-Solicitation. I agree that neither I nor any person or entity under my direct or indirect control shall, directly or indirectly use any Confidential Information to solicit or aid others in soliciting any Client or to otherwise compete with the Company's Business. I further agree that I will not use any Confidential Information to call upon any Client for the purpose of soliciting, selling, providing or delivering services or products of the kind which are the subject of the Company's Business, and shall not use any Confidential Information to render or provide any such services to any Clients. For purposes of clarification, I understand that my obligations under this Section 5 shall survive the termination of my employment with the Company.

For purposes of this Agreement:

"Business" shall mean any historical, current or planned business or business activities of the Company, including, without limitation, the Internet domain name registrar business.

"Clients" shall mean all customers or clients for whom or which the Company performs services or makes sales in the course of the Company's Business (either during, before and after my employment with the Company), notwithstanding that some or all such Clients may be or may have been, induced to give their patronage to the Company by my solicitations or by someone on my behalf, either during my hours of employment or otherwise, and notwithstanding that all or some of such Clients previously may have been my customers.

6. Injunctive Relief. I agree that it is impossible to measure in money the damages that will accrue to the Company in the event that I breach any of the restrictions provided in this Agreement. Accordingly, in the event that I breach any such restriction, the Company shall be entitled to an injunction, without the need to post any bond therefor, restraining me from further violating such restriction. If the Company shall institute any action or proceeding to enforce any such restrictions, I hereby waive the claim or defense that the Company has an adequate remedy at law and agree not to assert such claim or defense. The foregoing shall not prejudice the Company's right to require me to account for and pay over to the Company, and I hereby agree to account for and pay over, the compensation, profits, monies, accruals or other benefits derived or received by me as a result of any transaction constituting a breach of any of the restrictions provided in this Agreement.
7. Severability. If any portion of this Agreement is held to be invalid or unenforceable, or excessively broad, the remaining covenants and restrictions or portions thereof shall remain in full force and effect to the fullest degree possible to achieve the purposes of this Agreement and to afford the Company the maximum protections allowed by law and, if with respect to any of the covenants contained in Sections 4 or 5 above, the invalidity or unenforceability is due to the deemed unreasonableness of time or

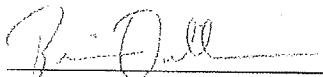
geographical restrictions, such covenants and restrictions shall be effective for such period of time and for such area as may be determined to be reasonable by a court of competent jurisdiction. The parties agree that the Court shall construe any invalid or unenforceable provisions in the manner that most closely reflects the effect and intent of the original language.

8. Governing Law/Modifications. The rights and duties of the parties will be governed by the law of the State of Texas, excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction, and I consent to the jurisdiction of the state and federal courts located in Travis County, State of Texas to adjudicate any disputes between me and the Company. I acknowledge that I cannot amend, terminate or otherwise modify this Agreement, except with the prior written consent of the Company.
9. Captions. The captions of this Agreement are not part of the provisions hereof, rather they are included for convenience only and shall have no force or effect. This Agreement and the Employment Agreement represent the full and complete agreement between the parties regarding the subject matter herein.
10. Attorney Fees. In any dispute between the parties relating to or arising from this Agreement or the subject matter of this Agreement, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorney's fees.

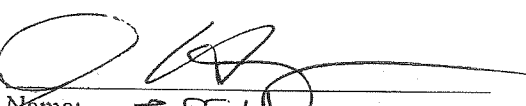
[SIGNATURE PAGE FOLLOWS]

I acknowledge that I have read all of this Agreement, that I understand each and every provision of this Agreement, and that nothing I have been told by or on behalf of the Company is in any way at variance or in conflict with the provisions of this Agreement.

EMPLOYEE

  
Name: BRIAN DILLON  
Date: 10-09-2010

ACCEPTED FOR DEMAND MEDIA, INC.

  
Name: Jeff W. Jones  
Date: 10/15/10

<4946-v1>

**EXHIBIT A**

LIST OF INVENTIONS MADE BY CONSULTANT PRIOR TO PROVIDING SERVICES TO  
THE COMPANY:

<4946-v1>