

12-20-2000



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Cupid's Network, Inc.

5/17/99

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization California

**Receiving Party**

Mark if additional names of receiving parties attached

Name MatchNet plc

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 8670 Wilshire Boulevard

Address (line 2) Suite 204

Address (line 3) Beverly Hills

California

90211

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization England

**FOR OFFICE USE ONLY**

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,719,142	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey M. Gitchel

Name of Person Signing

Signature

4/1/00

Date Signed

# STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "**Agreement**") is entered into as of May 17, 1999 by and among MatchNet plc, a corporation organized under the laws of England ("**Buyer**"), and Cupid Network, Inc., a California corporation (the "**Company**"), Richard Gosse ("**Gosse**"), Dan Bender ("**Bender**") and the Caleb Knedlik Educational Trust (the "**Knedlik Trust**") (collectively, the "**Shareholders**").

WHEREAS, the Shareholders have each represented that they own all the outstanding capital stock of the Company; and

WHEREAS, Buyer desires to purchase from each of the Shareholders and each of the Shareholders desire to sell to Buyer, an aggregate of 60,000 shares of common stock, no par value per share (the "**Shares**"), of the Company for the consideration described herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter set forth, and upon the terms and subject to the conditions hereinafter set forth, Buyer, the Company and the Shareholders hereby agree as follows:

## SECTION 1

### SALE AND PURCHASE OF THE SHARES

1.1 Purchase and Sale of Shares. Subject to the terms of this Agreement, each of the Shareholders is hereby selling, assigning and transferring those shares of common stock of the Company as listed below to Buyer and Buyer is purchasing such shares from each of the Shareholders, free and clear of all liens, claims, options, proxies, charges and encumbrances of whatever nature:

<u>Name of Shareholder</u>	<u>Shares to be Sold</u>
Richard Gosse	20,000
Dan Bender	20,000
Caleb Knedlik Educational Trust	20,000

3.7 The authorized capital stock of the Company consists of 100,000 shares of common stock, no par value per share, of which 60,000 shares are issued and outstanding. All shares are validly issued, fully paid and nonassessable, and such shares have been so issued in full compliance with all federal and state securities laws. All Shares are owned by the Shareholders as set forth in Section 1.1 herein. There are no outstanding subscriptions, options, right, warrants, convertible securities, or other agreements or commitments obligating the Company to issue or to transfer any additional shares of its capital stock of any class.

3.8 The Company has good and marketable title to or other legal right to use all of its properties and assets (real, personal and mixed, tangible, and intangible), including, without limitation, all such properties and assets listed on Exhibit A attached hereto. None of such properties or assets is subject to any encumbrance, claim, charge, lease, covenant, lien, pledge, or restriction of any kind whatsoever, and neither the Company nor the Shareholders have any knowledge of such to be asserted on the assets. There are no outstanding business suits, claims, actions or liabilities against the Company and the Company is current on all accounts payable.

10.9 Waiver. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but each of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the undersigned parties have executed or caused this Agreement to be executed on the date first above written.

BUYER

MatchNet plc

By: 

Name: Joe Suspiria  
Title: Executive Chairman

COMPANY

Cupid's Network, Inc.

By: 

Name: Daniel Bender  
Title: President

SHAREHOLDERS

  
Richard Gosse

  
Dan Bender

The Caleb Knedlik Educational Trust

By: 

Name: Will Knedlik  
Title: Trustee

# ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is entered into as of this 7 day of May, 1999 by and among Cupid's Network, Inc., Richard Gosse, an individual ("Gosse"), Dan Bender, an individual ("Bender") and Will Knedlik, as trustee for the Caleb Knedlik Educational Trust ("Knedlik") (Gosse, Bender and Knedlik may sometimes be referred to hereinafter as (the "Shareholders").

## RECITALS

WHEREAS, MatchNet plc, a corporation formed under the laws of England ("MatchNet") and the Shareholders have entered into a Stock Purchase Agreement (the "Purchase Agreement"), whereby MatchNet is purchasing all of the outstanding capital stock of Cupid's.

WHEREAS, MatchNet would not enter into the Purchase Agreement unless all of the assets used by Cupid's in the operation of its business was either owned or leased by Cupid's.

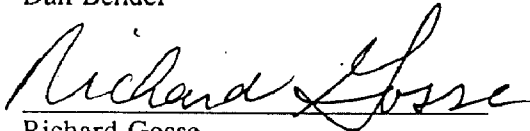
NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Each of the Shareholders hereby assigns, transfers, conveys and grants to Cupid's all of their rights, title and interest in and to any and all of the assets used by Cupid's or any of its employees in the operation of its business, including but not limited to those assets listed in Exhibit A to the Purchase Agreement.

IN WITNESS WHEREOF, Shareholders have executed this Assignment Agreement as of the 7 day of May, 1999.



Dan Bender



Richard Gosse



Will Knedlik, as trustee of  
the Caleb Knedlik Educational Trust

ACKNOWLEDGED AND ACCEPTED as of the date hereinabove set forth:

Cupid's Network, Inc.,  
a California corporation



By: Dan Bender  
Name: Dan Bender  
Title: President

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