

05-17-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 06-51-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102094581

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MetroSplash.com, Inc.  
a Delaware Corporation **S-7-02**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: May 31, 2001

2. Name and address of receiving party(ies)

Name: Lycos, Inc.

Internal  
Address: \_\_\_\_\_

Street Address: 400-2 Totten Pond Road

City: Waltham State: MA Zip: 02451

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Virginia
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Attached hereto Appendix A

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michelle A. Massicotte, Esq.

Internal Address: Fish & Richardson P.C.

Street Address: 225 Franklin Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PATENT RECORDS  
FINANCE SECTION  
MAY -7 AM 9:06

**DO NOT USE THIS SPACE**

9. 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.

Michelle A. Massicotte, Esq.  
Name of Person Signing

[Signature]  
Signature

4/29/02  
Date

8

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002507 FRAME: 0906**

# APPENDDIX A

## Application Serial No.

## Mark

- |    |            |                             |
|----|------------|-----------------------------|
| 1) | 75/621,318 | MATCHMAKER.COM              |
| 2) | 75/749,243 | MATCHMAKER.COM (and design) |

20401136.doc

**ARTICLES OF MERGER**

**MERGING**

**METROSPLASH.COM, INC.,  
a Delaware corporation**

**WITH AND INTO**

**LYCOS, INC.,  
a Virginia corporation**

Pursuant to Sections 13.1-719, 13.1-720 and 13.1-722 of the Virginia Stock Corporation Act (the "VSCA"), Lycos, Inc., a Virginia corporation (the "Surviving Corporation"), hereby executes the following articles of merger and sets forth:

**I.**

The Plan of Merger (the "Plan"), attached hereto as Exhibit A and made a part hereof, provides for the merger (the "Merger") of MetroSplash.com, Inc., a Delaware corporation (the "Merged Corporation"), with and into the Surviving Corporation. The Plan constitutes the "plan of merger" for purposes of Article 12 of the VSCA.

**II.**

The sole director of the Surviving Corporation approved and adopted the Plan by written consent, effective as of May 31, 2001. The Surviving Corporation owns all of the issued and outstanding shares of capital stock of the Merged Corporation. Pursuant to Section 13.1-719 of the VSCA and Section 253 of the Delaware General Corporation Law (the "DGCL"), no approval of the Merger by the shareholders of the either the Surviving Corporation or the Merged Corporation was required.

**III.**

The Merger is permitted by the DGCL under whose laws the Merged Corporation is incorporated. The Merged Corporation has complied with the DGCL in effecting the Merger.

**IV.**

Pursuant to Section 13.1-606 of the VSCA, the effective time and date of the Merger shall be 5 PM, on May 31, 2001.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be signed in their respective corporate names by an officer thereunto duly authorized as of the date written below.

Dated: May 31, 2001

LYCOS, INC.

By: Brian Luby  
Name: Brian Luby  
Its: CEO

METROSPLASH.COM, INC.

By: Thomas E. Guilfoyle  
Name: Tom Guilfoyle  
Its: VP, TREASURER

**EXHIBIT A**

**PLAN OF MERGER  
BETWEEN  
METROSPLASH.COM, INC.  
AND  
LYCOS, INC.**

1. Merger. Subject to the terms and conditions of the Agreement and Plan of Merger (the "Agreement"), dated as of May ~~31~~, 2001, between MetroSplash.com, Inc., a Delaware corporation (the "Company"), and Lycos, Inc., a Virginia corporation ("Lycos"), the Company shall, upon the effective time and date set forth in the Articles of Merger to be filed with the State Corporation Commission of the Commonwealth of Virginia and the Certificate of Merger to be filed with the Secretary of the State of Delaware (such time being referred to herein as the "Effective Time"), be merged (the "Merger") with and into Lycos. Lycos shall be the Surviving Corporation (the "Surviving Corporation") in the Merger and shall continue its corporate existence under the laws of the Commonwealth of Virginia. Upon consummation of the Merger, the separate corporate existence of the Company shall cease.

2. Effects of the Merger. The Merger shall have the effects set forth in Section 13.1-721 of the Virginia Stock Corporation Act (the "VSCA") and Section 259 of the Delaware General Corporation Law.

3. Manner and Basis of Converting Interests. At the Effective Time, each share of common stock of the Merged Company issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall cease to be outstanding, shall be canceled and retired without payment of any consideration therefor and shall cease to exist.

4. Modifications and Termination. Subject to the limitations of Section 13.1-718 of the VSCA, this Plan of Merger may be amended, modified or abandoned at any time prior to the Effective Time by action of the Board of Directors each of the parties hereto.

**LYCOS, INC.**

**Unanimous Written Consent of Sole Director**

**May 31, 2001**

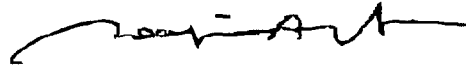
The undersigned, being the sole director of Lycos, Inc., a Virginia corporation (the "Corporation"), does hereby take, pursuant to Section 13.1-685 of the Virginia Stock Corporation Act, the following actions by written consent and without a meeting:

**RESOLVED:** That the Agreement and Plan of Merger, by and between the Corporation and MetroSplash.com, Inc., a Delaware corporation, in substantially the form presented to the sole director (the "Agreement and Plan of Merger"), be, and it hereby is, adopted and approved; and that the President, Chief Financial Officer, or any Vice President of the Corporation be, and hereby is, authorized to execute and deliver the Agreement and Plan of Merger in the name and on behalf of the Corporation, with such additions, deletions or changes therein as the President, Chief Financial Officer, or any Vice President may, acting alone, in his sole discretion, deem necessary, desirable, convenient or appropriate and consistent with the best interests of the Corporation, his execution and delivery thereof to be conclusive evidence of his authority to so act and of this approval thereof.

**RESOLVED:** That the proper officers of the Corporation be, and each of them hereby is, authorized to execute and deliver all such documents, instruments or certificates, make all such payments, make all such filings and do all such other acts and things as in their opinion, or in the opinion of any of them, may be necessary or appropriate in order to carry out the intent and purposes of the foregoing resolutions; and that all such acts and things heretofore done by such officers, or any one or more of them acting alone, in connection with and in furtherance of the purposes and intent of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved as the act and deed of the Corporation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned directs that this Consent shall take effect immediately as of the date first above written and shall be filed in the minute book of the Corporation with the minutes of the meetings of the Board of Directors.



Joaquim Agut