

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lavalife Corp.		04/01/2004	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	Memberworks Canada Holdco, Inc.
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2646908	LAVALIFE
Registration Number:	2672951	LAVALIFE
Registration Number:	2646965	LAVALIFE
Registration Number:	2714284	
Registration Number:	2640778	
Registration Number:	2732888	
Registration Number:	2737935	LAVALIFE
Registration Number:	2633091	LAVALIFE
Registration Number:	2650457	LL LAVALIFE
Registration Number:	1993986	MANLINE
Registration Number:	1992307	TELEPERSONALS
Registration Number:	2703164	WHERE SINGLES CLICK
Registration Number:	2710049	WHERE SINGLES CLICK
Registration Number:	2710048	WHERE SINGLES CLICK

CORRESPONDENCE DATA

900012125

**TRADEMARK
 REEL: 002923 FRAME: 0772**

CH \$365.00 2646908

Fax Number: (716)845-6474
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 2: Suite 800
Address Line 4: Buffalo, NEW YORK 14210

ATTORNEY DOCKET NUMBER:	50329/50874
NAME OF SUBMITTER:	Candace Lynn Bell, Esq.

Total Attachments: 5
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LAVALIFE CORP.

**AN UNLIMITED LIMITED LIABILITY COMPANY EXISTING UNDER THE
LAWS OF NOVA SCOTIA AND HAVING ITS PRINCIPAL OFFICES LOCATED
AT SUITE 500, 900 KING STREET WEST, TORONTO, ONTARIO, CANADA
M6K 3G9**

as Assignor

and

MEMBERWORKS CANADA HOLDCO, INC.

**A CORPORATION EXISTING UNDER THE LAWS OF DELAWARE AND
HAVING ITS PRINCIPAL OFFICES LOCATED AT CORPORATION TRUST
CENTRE, 1209 ORANGE STREET, WILMINGTON, DELAWARE, U.S.A. 19801**

as Assignee

ASSIGNMENT OF TRADE MARKS

April 1, 2004

STIKEMAN ELLIOTT LLP

ASSIGNMENT OF TRADE MARKS

Assignment of trade marks dated April 1, 2004, between Lavalife Corp., (the "Assignor") and MemberWorks Canada Holdco, Inc. (the "Assignee").

RECITALS:

- (a) Pursuant to a Master Transaction Agreement dated March 3, 2004 (the "Purchase Agreement") between the Assignor and MemberWorks Incorporated., among others, as assigned to the Assignee by Member Works Incorporated, pursuant to an Assignment and Assumption Agreement dated as of March 31, 2004, the Assignor has agreed to sell, transfer and assign to the Assignee and the Assignee has agreed to purchase from the Assignor certain of its assets, all as more particularly described in the Purchase Agreement and Assignment and Assumption Agreement.
- (b) The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Trade Marks (as hereinafter defined), and all goodwill attaching to the Trade Marks .

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Assignment.

The Assignor sells, assigns, transfers and sets over to the Assignee all of the Assignor's right, title and interest in and to all trade-marks owned by the Assignor, unregistered and registered, including but not limited to the trade marks set forth in Schedule "A" (collectively, the "Trade Marks"), together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the Trade Marks before and after registration and any other benefit to be derived therefrom, including the right to oppose the registration of any trade mark which may be confusing with one of the Trade Marks.

Section 2 Registration.

The Assignor consents to an application for recognition of the transfer to be made to the Canadian Registrar of Trade Marks and to the appropriate authorities in the other jurisdictions in which the Trade Marks have been used or registered or in which applications have been filed.

Section 3 Further Assurances.

The Assignor covenants with the Assignee that it will from, time to time, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by the Assignee for more effectually and completely implementing or carrying out this assignment or for the purpose of registration or otherwise.

Section 4 Successors and Assigns.

This assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

Section 5 Governing Law.

This assignment shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

LAVALIFE CORP.

By: 

Name

Ron Duke

Title:

MEMBERWORKS
HOLDCO, INC.

CANADA

By: 

Name:

Title:

SCHEDULE "A"

Canada

<u>Trade Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
WHERE SINGLES CLICK	579309	April 9, 2003
BOXTALK	430625	July 22, 1994
BRIEF ENCOUNTERS	435148	November 4, 1994
CASUAL ENCOUNTERS	472373	March 11, 1997
L'ECHANGE DE NUIT	413465	June 11, 1993
LAVALIFE	575668	February 13, 2003
LAVALIFE ; Design	575776	February 17, 2003
LL ; Design	578414	March 27, 2003
MANLIFE	398829	May 29, 1992
MASCULIGNE	406561	December 18, 1992
TÉLÉ RENDEZ-VOUS	419793	November 19, 1993
TELEPERSONALS	399968	July 3, 1992
THE NIGHT EXCHANGE	401727	August 21, 1992

United States of America

<u>Trade Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date.</u>
LAVALIFE	2,646,908	November 5, 2002
LAVALIFE	2,672,951	January 7, 2003
LAVALIFE	2,646,965	November 5, 2002
LAVALIFE	2,714,284	May 6, 2003
DESIGN	2,640,778	October 22, 2002
DESIGN	2,732,888	July 1, 2003
LAVALIFE	2,737,935	July 15, 2003
LAVALIFE	2,633,091	October 8, 2002
LL LAVALIFE	2,650,457	November 12, 2002
MANLINE	1,993,986	August 13, 1996
TELEPERSONALS	1,992,307	August 13, 1996
WHERE SINGLES CLICK	2,703,164	April 1, 2003
WHERE SINGLES CLICK	2,710,049	April 22, 2003
WHERE SINGLES CLICK	2,710,048	April 22, 2003

Australia

<u>Trade Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date.</u>
THE NIGHT EXCHANGE	643325	January 16, 1997
CASUAL ENCOUNTERS	643327	January 16, 1997
MANLINE	643329	April 10, 1997
MANTALK	643331	January 16, 1997
SPEAKEASY	643335	March 27, 1997
SLEEPLESS IN	643337	January 16, 1997
A MAN FOR ALL REASONS	661831	April 10, 1997
INTROLINE	661834	April 10, 1997
AVENIA	739651	February 19, 1998
LAVALIFE	885185	May 23, 2002
WHERE SINGLES CLICK	885186	April 18, 2002
DESIGN	885200	January 10, 2002
CLUB LL.COM.AU	986716	Pending registration

European Union

<u>Trade Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration No.</u>
LAVALIFE	2,641,728	June 27, 2003
WHERE SINGLES CLICK	3,060,571	Pending registration
LAVALIFE	3,060,597	Pending registration

United Kingdom

THE NIGHT EXCHANGE	2,062,092	March 20, 1996
MANLINE	2,062,162	March 20, 1996