

**TRADEMARK ASSIGNMENT**

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

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

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1892372	THE NIGHT EXCHANGE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(716)845-6474
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(716) 845 - 6000
<b>Email:</b>	cbell@kavinokycook.com
<b>Correspondent Name:</b>	Kavinoky Cook LLP
<b>Address Line 1:</b>	726 Exchange Street
<b>Address Line 2:</b>	Suite 800
<b>Address Line 4:</b>	Buffalo, NEW YORK 14210

<b>ATTORNEY DOCKET NUMBER:</b>	50329/50874
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<b>NAME OF SUBMITTER:</b>	Candace Lynn Bell, Esq.
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**Total Attachments: 6**  
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## CONVEYANCE OF ASSETS

Conveyance of Assets dated April 1, 2004, between Lavalife Corp., a corporation governed by the laws of Nova Scotia (the "Vendor") and MemberWorks Canada Holdco, Inc., a corporation governed by the laws of Delaware (the "Purchaser").

### RECITALS:

- (a) The Vendor and MemberWorks Incorporated, among others, entered into a master transaction agreement dated March 3, 2004 (the "Purchase Agreement") whereby the Vendor has agreed to sell, transfer and assign to MemberWorks Incorporated the Purchased Assets upon and subject to the terms and conditions set forth therein;
- (b) Pursuant to section 12.4 of the Purchase Agreement, MemberWorks Incorporated transferred certain of its rights under the Purchase Agreement to the Purchaser, including the right to purchase the Purchased Assets from the Vendor, by an assignment and assumption agreement dated as of March 31, 2004.

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 Defined Terms.

Capitalized terms used in this agreement and not otherwise defined shall have the meanings specified in the Purchase Agreement.

### Section 2 Conveyance of Assets.

Subject to Section 7, the Vendor sells, assigns, conveys and transfers to the Purchaser the Purchased Assets and all right, title and interest of the Vendor in and to the Purchased Assets, which Purchased Assets are described on Schedule "A" hereto.

### Section 3 Asset Purchase Price.

The Asset Purchase Price payable by the Purchaser to the Vendor for the Purchased Assets will be fifty-four million five hundred thousand Canadian dollars (\$54,500,000), subject to adjustment in accordance with Section 5.

### Section 4 Payment of Asset Purchase Price

The Purchaser shall satisfy the Asset Purchase Price as follows at the Asset Purchase Closing Time:

- (1) by payment to Osler, Hoskin & Harcourt LLP on behalf of and in trust for the Vendor in the amount of \$24,672,756.52; and
- (2) by the delivery to the Vendor of an unsecured, non-interest bearing demand promissory note with a principal amount of \$29,827,243.48.

#### **Section 5 Purchase Price Adjustment**

The Asset Purchase Price is intended by the parties to represent the fair market value of the Purchased Assets on the Closing Date and is based on the Valuation received by the Purchaser prior to the Closing Date. In the event that a determination is made that the fair market value of the Purchased Assets differs from the Asset Purchase Price, then the Asset Purchase Price hereunder will be increased or decreased, as the case may be, so that the Asset Purchase Price equals the fair market value of the Purchased Assets so determined. Without restricting the generality of the foregoing, any adjustment required hereunder shall be made as follows:

a) if the fair market value as finally determined is greater than the Asset Purchase Price, then the Asset Purchase Price paid or payable under this agreement shall be increased retroactively to the Closing Date *nunc pro tunc* by the amount of such excess and any consequential adjustments between the Purchaser and the Vendor shall be made as is necessary to conform to and reflect such adjustment, and the Purchaser will forthwith pay to the Vendor an amount equal to the amount of such increase, if any, to the Purchase Price by operation of this Section 5; and

b) if the fair market value as finally determined is less than the Asset Purchase Price, then the Asset Purchase Price paid or payable under this agreement shall be reduced retroactively to the Closing Date *nunc pro tunc* by the amount of such excess and any consequential adjustments between the Purchaser and the Vendor shall be made as is necessary to conform to and reflect such adjustment, and the Vendor will forthwith repay to the Purchaser an amount equal to the amount of such reduction, if any, to the Purchase Price by operation of this Section 5.

#### **Section 6 Habendum.**

To have and to hold the Purchased Assets hereby sold, assigned, conveyed and transferred and all right, title and interest of the Vendor in and to the Purchased Assets to the use of the Purchaser and its successors and assigns forever.

#### **Section 7 Exclusions.**

Nothing in this agreement shall be construed as an attempt to assign to the Purchaser any Contract which would otherwise be a Purchased Asset but which, as a matter of law or by its terms, is not assignable in whole or in part without the Consent of the other party or parties thereto and in respect of which no such Consent has been given. The Vendor shall use its Best Efforts to obtain the Consents,

and whether or not the Consents are obtained, shall take all actions described in the Purchase Agreement to preserve the benefit of the Contracts, Equipment Contracts, Real Property Lease, Licensed Software Materials and the Contractual Rights for the Purchaser.

**Section 8 Subject to Purchase Agreement.**

This agreement is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**Section 9 Further Assurances.**

The Vendor shall from time to time do all such acts and things and execute and deliver all transfers, assignments and instruments as the Purchaser may reasonably require for more effectively and completely vesting in the Purchaser the Purchased Assets and otherwise carrying out the intent of this agreement.

**Section 10 Binding Nature.**

This agreement shall enure to the benefit of and be binding upon the Purchaser and the Vendor and their respective successors.

**Section 11 Governing Law.**

This agreement 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.

**Section 12 Counterparts.**

This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this agreement.

LAVALIFE CORP.

By: 

Name: R. Drake

Title:

By: \_\_\_\_\_

Name:

Title:

MEMBERWORKS  
HOLDCO, INC.

CANADA

By: 

Name:

Title:

**SCHEDULE "A"**  
**PURCHASED ASSETS**

1. All the unregistered Trademarks and registrations and applications for Trademarks owned by the Vendor worldwide.
2. All of the Vendor's undertaking, property and assets of every kind and description and wheresoever located, and all right, title and interest of the Vendor in and to such undertaking, property and assets, used in connection with the part of the Vendor's Interactive Voice Response ("IVR")-based interactive personals services business (the "IVR Business") conducted or carried on by the Vendor outside of Canada and all the rights of the Vendor to exploit and carry on the Vendor's IVR Business outside of Canada except (i) the Current Assets; (ii) all the tangible personal property located in Canada; (iii) the rights to any computer software, wherever located; and (iv) the right to use in Canada any of the undertaking, property and assets used in connection with the IVR Business (other than the Trademarks described in paragraph 1 above). For greater certainty, the Vendor will continue to hold the exclusive right to carry on the IVR Business in Canada but will have no rights to carry on the IVR Business outside of Canada and the Purchaser will have the exclusive right to carry on the IVR Business outside Canada but will have no rights to carry on the IVR Business, or use any of the intangible personal property of the Vendor's IVR Business (other than the Trademarks described in paragraph 1 above) in Canada.
3. The full benefit of all contracts, including leases of personal property located outside of Canada, licences, undertakings, engagements or commitments of any nature, written or oral, to which the Vendor is entitled in connection with the carrying on of the Vendor's IVR Business exclusively outside of Canada.
4. All the goodwill referable to the Vendor's IVR Business but only to the extent that such goodwill relates exclusively to the carrying on of the IVR Business outside of Canada and can be used by the Purchaser exclusively outside of Canada (the "Transferred Goodwill"). The Purchaser will not have any rights to use the Transferred Goodwill in whole or in part in Canada.
5. All of the Vendor's customer lists and customer relationships that relate to the IVR Business conducted outside of Canada but only to the extent that the Purchaser can use the customer lists and customer relations exclusively outside of Canada. The Purchaser will not have any rights to use the customer lists or customer relationships in whole or in part in Canada.
6. The books and records of the Vendor relating to the IVR Business conducted outside of Canada.

7. All of the issued and outstanding shares in the capital of Interactive Media Group (USA) Ltd. and any indebtedness or other amounts owing by Interactive Media Group (USA) Ltd. or its subsidiaries to the Vendor.
8. All of the issued and outstanding shares in the capital of Interactive Media Group (Australia) Pty. Ltd. and any indebtedness or other amounts owing by Interactive Media Group (Australia) Pty. Ltd. or its subsidiaries to the Vendor.