

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avalanche, LLC		12/29/2005	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Lycos, Inc.		
Street Address:	100 Fifth Avenue		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2699079	MATCHMAKER.COM	
Registration Number:	2699038	MATCHMAKER.COM	
CORRESPONDENCE DATA			
Fax Number:	(781)622-5933		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781 622 5930		
Email:	tfd@mbbp.com		
Correspondent Name:	Thomas F. Dunn		
Address Line 1:	1601 Trapelo Road		
Address Line 2:	Suite 205		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	LYCOS/MATCHMAKER		
NAME OF SUBMITTER:	Thomas F. Dunn		
Signature:	/Thomas F. Dunn/		

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Date:

01/04/2006

Total Attachments: 2

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement (the "Purchase Agreement") dated as of December 29, 2005 by and between Lycos, Inc., a Virginia corporation with offices located at 100 Fifth Avenue, Waltham, MA 02451 ("Assignor"), and Avalanche, LLC, a Florida limited liability company with offices located at 1521 Alton Road, No. 626, Miami Beach, FL 33139 ("Assignee"), Assignor as the record owner of the MATCHMAKER.COM trademarks in U.S. Reg. Nos. 2,699,079 and 2,699,038 (the "Marks") did assign said Marks to Assignee;


WHEREAS, pursuant to the terms of the Purchase Agreement and the Security Agreement attached thereto as Exhibit D, Assignee is obligated to grant, and Assignor is entitled to receive, a continuing security interest in and to the Marks in accordance with the terms of the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement Assignee does hereby grant to Assignor a continuing security interest in and to the Marks. This Security Agreement and the interest granted hereunder is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the security agreement ("Security Agreement") entered between Assignee and Assignor as of the date hereof, to the same extent and effect as if fully set forth herein. In the event of any irreconcilable inconsistency between the terms of the Security Agreement and this document, the Security Agreement shall control.

The security interests are granted as security only and shall not subject Assignor to, or transfer or in any way affect or modify, any obligation or liability of Assignee with respect to any of the Purchased Assets, as that term is defined in the Purchase Agreement, or any transaction in connection therewith.

AVALANCHE, LLC

Date: December 29, 2005

By: 
[NAME] *MARK STRALBERG*
[TITLE] *CEO*

EXECUTED under seal this 29th day of December, 2005.

STATE OF FLORIDA

Mimi Dade, SS.

December 29, 2005

Then personally appeared S364-540-70-135-0 who, being by me duly sworn, acknowledged the foregoing instrument to be his/her free act and deed, before me.



William Sanchez
My Commission DD319062
Expires May 12, 2008



NOTARY PUBLIC
My Commission Expires 5/12/08