

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Friendfinder, Inc.		05/22/2000	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Friendfinder Network, Inc.		
Street Address:	445 Sherman Avenue		
Internal Address:	Suite T		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1785477	FRIEND FINDER	
CORRESPONDENCE DATA			
Fax Number:	(317)684-5173		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(317) 684-5000		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer L. Day		
Address Line 1:	135 N. Pennsylvania Street		
Address Line 2:	2700 First Indiana Plaza		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	19775-0001		
NAME OF SUBMITTER:	Jennifer L. Day		
Signature:	/Jennifer L. Day/		

OP \$40.00 1785477

Date:

08/23/2007

Total Attachments: 6

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

source=Assignment#page6.tif

ORIGINAL

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is entered into as of May 22, 2000, (the "Effective Date") by and between: Friendfinder, Inc. ("Assignor"), a California corporation, with its principal offices located at 445 Sherman Avenue; Suite T, Palo Alto, California 94306; and FRIENDFINDER NETWORK, INC. ("Assignee"), a California corporation, with its principal offices located at 445 Sherman Avenue; Suite T, Palo Alto, California 94306, and is made with reference to the following facts:

1. Assignor has promoted the formation of Assignee to be a wholly owned subsidiary of Assignor in order for Assignee to operate the separate business of operating a non-adult on-line relationship network (the "business being promoted by Assignor").
2. Assignor owns and agreed previously under that certain Assignment and Assumption Agreement dated September 3, 1999 to contribute as capital certain Assets (as defined herein) to Assignee.
3. Assignee agreed previously to assume the ownership of such Assets and certain Liabilities (as defined herein), and thereafter, to use, market, license, sublicense, develop, maintain, collect and otherwise deal with the Assets without restriction.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth below, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms as used in this Agreement shall have the meanings specified below, or as may be specified elsewhere in this Agreement.

A. "Assets" shall mean the assets of the Assignor, both tangible and intangible currently used in the establishment and operation of the business enterprise that Assignor is promoting. A schedule of the Assets is set forth as part of the Balance Sheet as of May 22, 2000, attached to this Agreement as Exhibit A, and by this reference made a part hereof. The Assets of Assignor shall include but are not limited to the following, including the goodwill associated therewith:

i. The "Cash" on hand shall mean cash and cash equivalents on hand and in banks as of the Effective Date of this Agreement representing funds deposited by Assignor for the benefit of Assignee.

ii. The "Accounts Receivable" shall mean all accounts receivable, notes and amounts of money due or receivable by, or for the account or credit of Assignor, from any source relating to the operation of the business being promoted by Assignor, owed to the Assignor as of the Effective Date of this Agreement.

iii. The "Software" shall mean Assignor's entire interest in any and all software, software designs, and web pages created, designed, or obtained by the Assignor and any future enhancements or improvements created or obtained by Assignor relating to the operation of the business being promoted by Assignor.

iv. The "Books and Records" which shall consist of a copy of all other magnetic and hard copy books, records, files and papers, whether in hard copy or computer format, used in connection with the development, marketing and support of the business being promoted by the Assignor.

v. The "Computer Equipment" which shall consist of all computer equipment (hardware and associated software licenses) owned by Assignor and being used exclusively for the business being promoted by the Assignor.

vi. The "Customer List" which shall be a list of all past, present or potential customers of Assignor with respect to the business being promoted by Assignor.

vii. The "Proprietary Rights" which shall consist of all patents, patent rights, copyrights, trademarks, trademark rights, tradenames, tradename rights and patent, copyright or trademark applications, and internet domain names obtained by Assignor for use in the business being promoted by Assignor. Proprietary Rights includes that certain trademark represented by the design and words: "Fri♥nd Find♥r", with a registration number of 1785477 and originally registered on August 3, 1993 with the US Patent & Trademark Office. A schedule of the internet domain names included in the Proprietary Rights is attached as Exhibit B, and by this reference is incorporated into this document.

viii. The "Other Intellectual Property" which shall consist of any and all other intellectual property owned or obtained by Assignor for use in the business being promoted by Assignor

B. The "Liabilities" shall mean only those duties and obligations of Assignor existing on the Effective Date which are reflected by a contract between Assignor and a third party relating to the business being promoted by Assignor. The Liabilities are set forth as part of the Balance Sheet as of May 22, 2000, attached to this Agreement as Exhibit A, and by this reference made a part hereof. All other liabilities of Assignor shall be referred to as the "Excluded Liabilities".

2. Assignment of Assets. As of the Effective Date, Assignor hereby grants, transfers, assigns, conveys and relinquishes exclusively to Assignee and Assignee's successors and assigns (the "Assignment"), as its capital contribution in return for its ownership interest in Assignee as set forth in this Agreement, Assignor's entire title, right, interest, ownership and its subsidiary

rights in and to the Assets, and except as specified to the contrary herein, free and clear of all lien, encumbrances, mortgages, pledges, or hypothecations, of any kind.

3. Assumption of Liabilities by Assignee. As of the Effective Date, Assignee agrees to assume and perform as a direct obligation to the third parties involved all the duties and obligations under the Liabilities to be performed by Assignor. The Effective Date, Assignor shall continue to be liable for the Excluded Liabilities, none of which are being assumed by Assignee.

4. Issuance of Shares of Stock by Assignee. As consideration for the capital contribution of Assets by Assignor to Assignee, Assignee, as of September 3, 1999 issued ten million (10,000,000) shares of common stock in FRIENDFINDER NETWORK, INC. to Assignor.

5. Assignor Representations and Warranties. Assignor warrants and represents that:

A. Adverse Decision. There is no action, suit, investigation or proceeding, pending or threatened, by or before any court, arbitrator or administrative or Governmental body which seeks to restrain, enjoin, prevent the consummation of, or otherwise affect the Assignment contemplated by this Agreement;

B. Approvals and Consents. Assignor has duly obtained all authorizations, consents, rulings, approvals, licenses, franchises, permits and certificates, or exemptions therefrom, by or of all governmental authorities and non-governmental administrative or regulatory agencies having jurisdiction over the parties hereto, this Agreement, the Assets, or the transactions contemplated hereby, including, without limitation, consents of all third parties pursuant to existing agreements or instruments by which Assignor may be bound, which are required for the execution, delivery and performance of this Agreement;

C. Restrictive Agreements. To the extent any agreement, between Assignor and a third party grants exclusive distribution rights, restricts Assignor from marketing the Software in any geographic or market area, or does not permit the assignment of rights thereunder, including but not limited to agreements under which Assignor is a licensee of one or more software products used in connection with the Software, the Assets, or Assignor's business, Assignor shall have obtained modification of such agreements to eliminate any such restrictive condition that would affect the Software or the Assets, or Assignee's use thereof.

D. Good Standing. Assignor has all material governmental licenses, authorizations, consents and approvals to carry on its business as now conducted.

E. Authority. Assignor has full authority to execute, deliver and perform this Agreement in accordance with its terms; the execution and delivery of this Agreement and the consummation of the Assignment contemplated hereby does not and will not result in a breach, violation or default or give rise to an event which with the giving of notice or after the passage of time, would result in a breach, violation or default of any of the terms or provisions of any indenture, agreement, judgment, decree or other instrument or restriction to which Assignor is a party or by which Assignor or any of the Assets may be bound or affected; the execution and delivery of this Agreement and the Assignment contemplated hereby will not result in the creation of any encumbrance security interest or other Lien on any of the Assets; and this Agreement constitutes a valid and binding obligation enforceable against Assignor in accordance with its terms.

F. Title to Assets. Assignor has good and marketable title to all of the Assets, including, without limitation, the Software and all related Proprietary Rights. None of such Assets, or the use thereof: (a) is subject to any easements, restrictions, mortgages, pledges, charges, encumbrances or liens of any kind or nature whatsoever, (b) encroaches or infringes on the property or rights of another; or (c) contravenes any applicable law or ordinance or any administrative regulation or violates any restrictive covenant, the enforcement of which would result in any liability to the owner of such Assets or would in any respect interfere with or prevent the present and continued use of such Assets for the purposes for which they are now being used or would affect the value thereof. There are no agreements or arrangements between Assignor and any third person which have any effect upon Assignor's title to and other rights respecting the Assets. This representation shall forever survive and remain in effect.

G. Patents, Trademarks, Etc. Except as may be specifically described herein, or in an Exhibit hereto, all inventions, licenses, patents, patent applications, trademarks, copyrights, trademark or copyright applications or registrations, pending or existing, relating to the Software or Assets owned by or registered in the name of Assignor, are all such used by Assignor in the present conduct of its business, none of which is being contested or infringed upon; and the present conduct of the business of Assignor with respect to the Assets does not infringe upon or violate the patents, trademarks, tradenames, trade secrets or copyrights of anyone, nor has Assignor received any notice of any infringement thereof.

H. Compliance with Law. Assignor is not in violation of any laws, governmental orders, rules or regulations, whether federal, state or local, to which the Assets are subject.

I. Validity of Assignment. Assignor's rights and obligations under all agreements assigned hereby to Assignee are hereby duly and validly assigned to Assignee; that such assignment does not and will not give rise to the ability of any other party to such agreements to terminate such agreements or to otherwise modify the rights and obligations thereunder; and that such assignments will not result in any liability being imposed on Assignee other than to perform such agreements in the future.

F. Waiver. The waiver of one breach or default hereunder shall not constitute the waiver of any other or subsequent breach or default.

G. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California without giving effect to the conflict of laws principles thereof.

H. Counterparts. This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be an original but all of which when taken shall constitute one and the same agreement.

I. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party to whom the notice or communication is to be given, if sent by overnight delivery, on the day after it is sent, or, if mailed, on the third day after mailing. Mailing shall be by first-class mail, postage prepaid, addressed:

If to the Assignor: Andrew Conru, President
FRIENDFINDER, INC.
445 Sherman Avenue; Suite T
Palo Alto, California 94306.

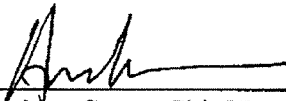
If to the Assignee: Andrew Conru
FRIENDFINDER NETWORK, INC.
445 Sherman Avenue; Suite T
Palo Alto, California 94306.

With a copy to: Kerry Fanwick
Miller & Fanwick, LLP
635 Bryant St.
Palo Alto, CA 94301-2502

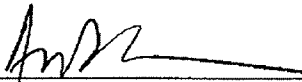
J. Severability. If one or more provisions of this Agreement are deemed void or unenforceable by law, then the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of May 22, 2000.

Assignor: FRIENDFINDER, INC.

By: 
Andrew Conru, Chief Executive Officer

Assignee: FRIENDFINDER NETWORK, INC.

By: 
Andrew Conru, Chief Executive Officer