

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/23/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eHarmony.com		07/23/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	eHarmony, Inc.
Street Address:	888 East Walnut Street, 2nd Floor
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77050058	29 DIMENSIONS
Serial Number:	77031490	A BETTER MARRIAGE. A BETTER LIFE.
Registration Number:	3175967	COMPATIBILITY MATCHING SYSTEM
Registration Number:	3014231	COMPATIBILITY PROFILE
Registration Number:	2764705	EHARMONY
Registration Number:	3422967	EHARMONY
Registration Number:	3483503	EHARMONY LABS
Registration Number:	3237423	EXPERIENCE A LIFETIME OF LOVE
Registration Number:	2908620	FALL IN LOVE FOR ALL THE RIGHT REASONS
Registration Number:	3487341	MARRIAGE ACTION PLAN
Serial Number:	77240025	PHOTO NUDGE
Serial Number:	77532803	PROJECT WEDDING
Serial Number:	77232058	SECURE CALL

CH \$415.00 77050058

Registration Number:	2913179	WHO KNEW SCIENCE AND LOVE WERE SO COMPATIBLE?
Serial Number:	78333908	WHO'S RIGHT FOR ME?
Serial Number:	77411312	WHO'S RIGHT FOR YOU?

CORRESPONDENCE DATA

Fax Number: (877)769-7945
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-839-5070
Email: tmdoctc@fr.com, lgs@fr.com, tyh@fr.com
Correspondent Name: Lisa Greenwald-Swire
Address Line 1: P.O. Box 1022
Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	24237-0001002
NAME OF SUBMITTER:	Lisa Greenwald-Swire
Signature:	/Lisa Greenwald-Swire/
Date:	09/16/2008

Total Attachments: 11
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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 25 2008

DEBRA BOWEN
Secretary of State

Delaware

PAGE 1

The First State

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JUL 24 2008

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

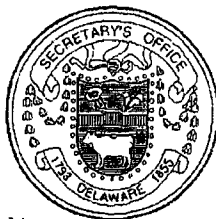
"EHARMONY.COM", A CALIFORNIA CORPORATION,
WITH AND INTO "EHARMONY, INC." UNDER THE NAME OF "EHARMONY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF JULY, A.D. 2008, AT 5:31 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4489504 8100M

080812185

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6750511

DATE: 07-24-08

TRADEMARK

REEL: 003854 FRAME: 0241

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:38 PM 07/23/2008
FILED 05:31 PM 07/23/2008
SRV 080812185 - 4489504 FILE

AGREEMENT AND PLAN OF MERGER

OF

**EHARMONY, INC.
A DELAWARE CORPORATION,**

and

**EHARMONY.COM
A CALIFORNIA CORPORATION**

This Agreement and Plan of Merger dated as of July 23, 2008 (the "Agreement") is between eHarmony.com, a California corporation ("eHarmony-California"), and eHarmony, Inc., a Delaware corporation ("eHarmony-Delaware"). eHarmony-Delaware and eHarmony-California are sometimes referred to in this Agreement as the "Constituent Corporations."

RECITALS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

AGREEMENT

In consideration of the mutual agreements and covenants set forth herein, eHarmony-Delaware and eHarmony-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. Merger.

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California Corporations Code, eHarmony-California shall be merged with and into eHarmony-Delaware (the "Merger"), the separate existence of eHarmony-California shall cease and eHarmony-Delaware shall be, and is sometimes referred to below as, the "Surviving Corporation," and, as set forth in the Certificate of Incorporation referenced in Section 2.1 hereof, the name of the Surviving Corporation shall be eHarmony, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective upon completion of the following actions:

(a) Adoption and approval of this Agreement and the Merger by the stockholders of each Constituent Corporation in accordance with the applicable requirements of the Delaware General Corporation Law and the California Corporations Code.

(b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement.

(c) The filing with the Secretary of State of Delaware of an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law.

(d) The filing with the California Secretary of State of an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the California General Corporation Law, as applicable.

The date and time when the Merger becomes effective is referred to in this Agreement as the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of eHarmony-California shall cease and eHarmony-Delaware, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and eHarmony-California's Board of Directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of eHarmony-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of eHarmony-Delaware as constituted immediately prior to the Effective Date of the Merger, and (e) shall succeed, without other transfer, to all of the

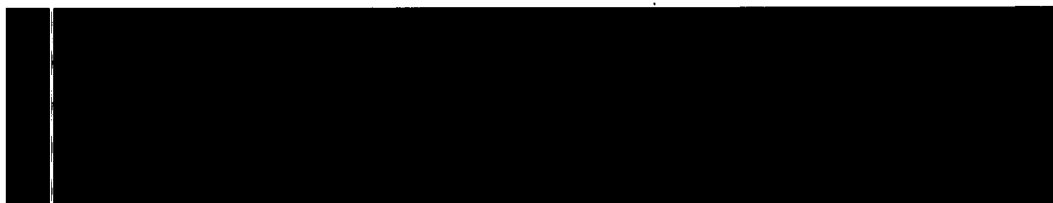
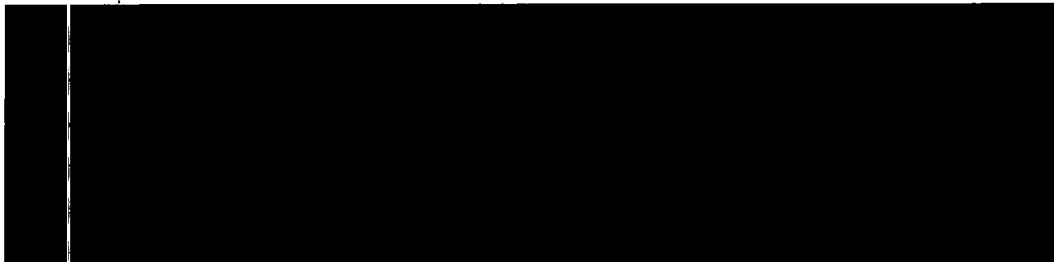
debts, liabilities and obligations of eHarmony-California in the same manner as if eHarmony-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

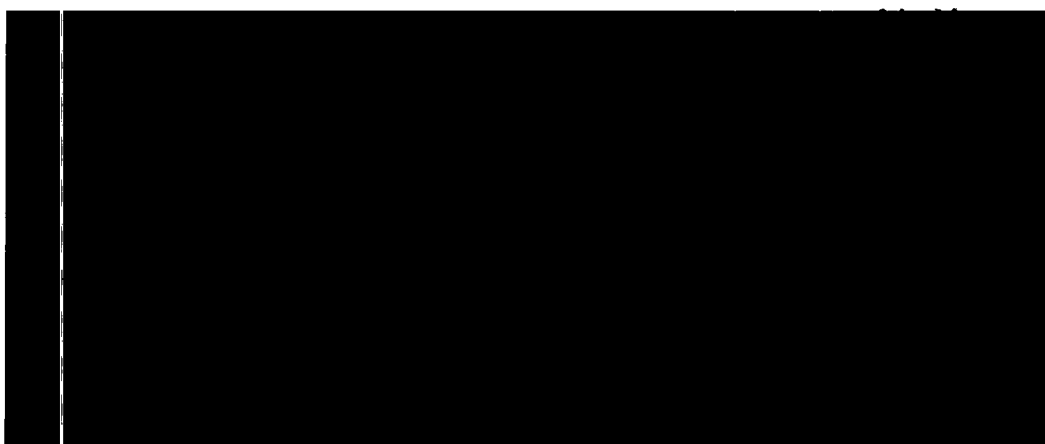
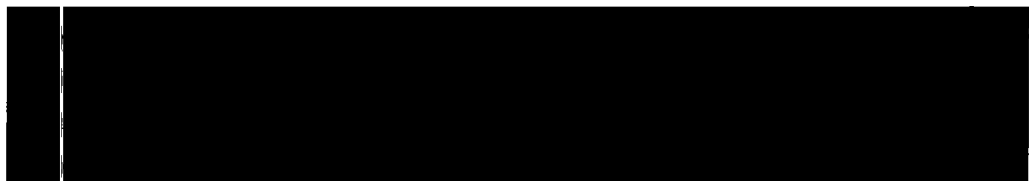
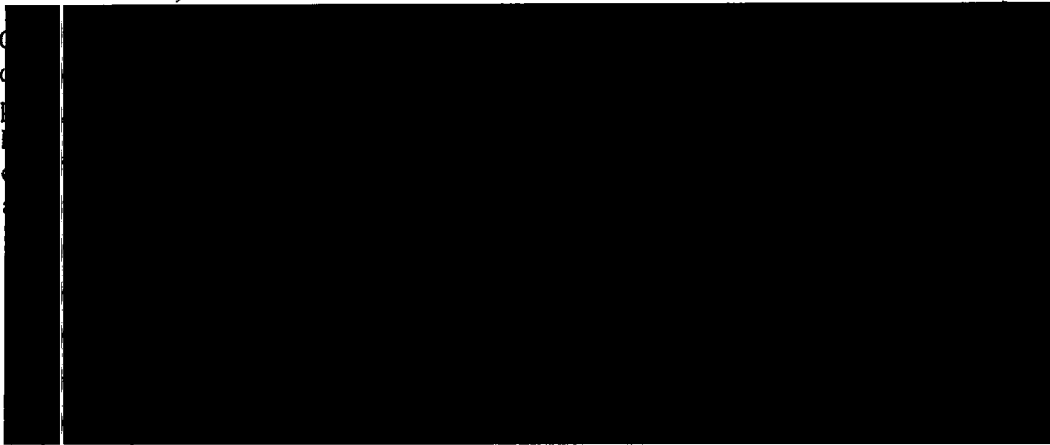
2. **Charter Documents, Directors and Officers**

2.1 **Certificate of Incorporation.** The Certificate of Incorporation of eHarmony-Delaware, as in effect immediately prior to the Effective Date of the Merger, shall be the Certificate of Incorporation of eHarmony-Delaware on the Effective Date of the Merger.

2.2 **Bylaws.** The Bylaws of eHarmony-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 **Directors and Officers.** The directors and officers of eHarmony-Delaware immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.







4. General

4.1 Covenants of eHarmony-Delaware. eHarmony-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger, to the extent required by California tax or corporate law:

(a) Qualify to do business as a foreign corporation in the State of California and irrevocably appoint an agent for service of process as required under the provisions of the California Corporations Code;

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by eHarmony-Delaware of all of the franchise tax liabilities of eHarmony-California; and

(c) Take such other actions as may be required by the California Corporations Code.

4.2 Further Assurances. From time to time, as and when required by eHarmony-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of eHarmony-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by eHarmony-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of eHarmony-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of eHarmony-Delaware are fully authorized in the name and on behalf of eHarmony-California or

otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either eHarmony-California or eHarmony-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of eHarmony-California or by the sole stockholder of eHarmony-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series of capital stock of such Constituent Corporation.

4.5 Registered Office. The address of the Surviving Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware, 19808. The name of its registered agent at such address is Corporation Service Company.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 888 East Walnut Street, Second Floor, Pasadena CA 91101 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

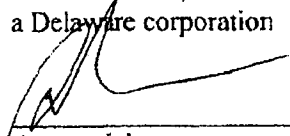
4.7 Governing Law; Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the courts of the state and federal courts of Los Angeles County, California.

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page Follows]

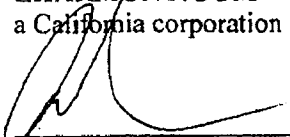
The undersigned authorized representatives of the Constituent Corporations have executed and acknowledged this Agreement as of the date first set forth above.

EHARMONY, INC.
a Delaware corporation



Antone Johnson
Secretary and Vice President, Legal Affairs

EHARMONY.COM
a California corporation



Antone Johnson
Secretary and Vice President, Legal Affairs

EHARMONY, INC.
A Delaware corporation

Officers' Certificate of Approval of Merger


The undersigned, Antone Johnson, does hereby certify that:

1. He is Secretary and Vice President, Legal Affairs of eHarmony, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The Agreement and Plan of Merger (the "Agreement") was duly approved by the Board of Directors and stockholders of the Corporation.



The undersigned declares under penalty of perjury under the laws of the States of California and Delaware that the matters set forth in this certificate are true and correct of my own knowledge

Executed in Pasadena, California, on July ~~23~~ 2008.



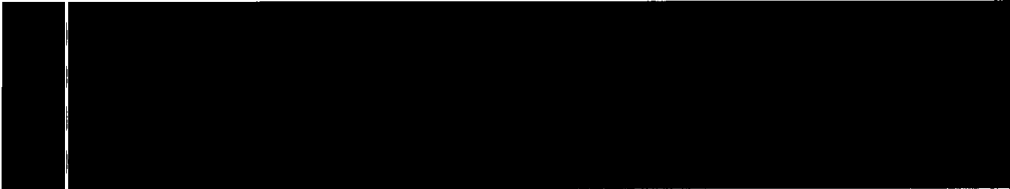
Antone Johnson
Secretary and Vice President, Legal Affairs

EHARMONY.COM
A California corporation

Officers' Certificate of Approval of Merger

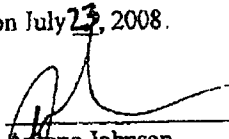
The undersigned, Antone Johnson, does hereby certify that:

1. He is the Secretary and Vice President, Legal Affairs of eHarmony.com, a corporation organized under the laws of the State of California (the "Corporation").
2. The Agreement and Plan of Merger (the "Agreement") was duly approved by the Board of Directors and shareholders of the Corporation.



The undersigned declares under penalty of perjury under the laws of the States of California and Delaware that the matters set forth in this certificate are true and correct of my own knowledge.

Executed in Pasadena, California, on July 23, 2008.



Antone Johnson
Secretary and Vice President, Legal Affairs

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