

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
Fertile Thoughts, Inc.		11/03/2008	CORPORATION: NEW YORK
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2582966	FERTILE THOUGHTS	
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 839-5070		
Email:	tmdoctc@fr.com, hyde@fr.com		
Correspondent Name:	Lisa Greenwald-Swire		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	24237-0342001.E		
NAME OF SUBMITTER:	Lisa Greenwald-Swire		
Signature:	/lisa greenwald-swire/		
Date:	11/06/2008		

CH \$40.00 2582966

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*") is entered into as of November 3, 2008, by and between eHarmony, Inc., a Delaware corporation ("*Assignee*"), and Fertile Thoughts, Inc., a New York corporation ("*Seller*") Seller is sometimes referred to hereinafter as "*Assignor*".

A. Simultaneously with the execution and delivery of this Assignment, Purchaser, Seller and Founders have entered into an Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignee has purchased from Seller all the Assets (the "*Transaction*"). Capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the Purchase Agreement unless otherwise expressly indicated.

B. Pursuant to the Transaction, Assignee desires that Assignor assign to Assignee all right, title and interest in and to the Transferred Intellectual Property and the Transferred Intellectual Property Rights (collectively, the "*Business Intellectual Property*"); and

NOW, THEREFORE, in consideration of the Transaction and Purchaser's purchase of the Assets, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor, intending to be legally bound, hereby covenants and agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, effective as of the date first referred above, all right, title, and interest of Assignor in and to the Business Intellectual Property, including any and all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Business Intellectual Property, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Business Intellectual Property rights (together with the right to sue or otherwise recover and receive all damages, payments, costs and fees associated therewith), including the following:

a. Trademarks.

- i. all trademarks, trade names, service marks, service names, logos, and brand names worldwide, whether pending, registered or common law related to Assignor (collectively, the "*Trademarks*");
- ii. any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks, including common law rights, trade dress rights, rights under the laws of unfair competition and dilution, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith listed on Schedule A (collectively, the "*Trademark Related Rights*"); and
- iii. any and all rights in and to obtain registrations, renewals, or other legal protections pertaining to the Trademarks and Trademark Related Rights;

b. Domain Names.

- i. all domain names [REDACTED] (collectively, the "Domain Names"); and
- ii. all rights [REDACTED] associated with the Domain Names, and the right to use the Domain Names in connection with the offering of goods and/or services via the Internet (including the World Wide Web) in any other media, now or hereafter;

c. Copyrights and Mask Works.

- i. any and all copyrights, [REDACTED] and copyright applications [REDACTED] of listed on Schedule A (collectively, the "Copyrights");
- ii. all mask works (as defined in 17 U.S.C. Section 901) and all applications, registrations and renewals in connection therewith listed on Schedule A (collectively, the "Mask Works");
- iii. any and all rights to all copyrightable works, mask works, derived from, or incorporating the works covered by the Copyrights and Mask Works listed on Schedule A (collectively referred to as the "Copyright and Mask Works Derivative Rights");
- iv. any and all rights corresponding to the Copyrights, Mask Works and Copyright and Mask Works Derivative Rights throughout the world; and
- v. the transfer of rights in Copyrights, Mask Works and Copyright and Mask Works Derivative Rights includes, without limitation, any and all Copyrights, Mask Works, Copyright and Mask Works Derivative Rights in any form, integrated circuits, integrated circuit layouts, and in any digital and electronic mediums;

d. Patents and Trade Secrets.

- i. any and all U.S. and foreign patents, patent applications, inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements, secrets and invention disclosures, together with all claims, continuations, continuations in part, divisions, extensions, and amendments thereof listed on Schedule A (collectively, the "Patents"); and
- ii. all trade secrets and confidential information (including ideas, research and development know-how, formulas, compositions, manufacturing and production processes and techniques, technical

~~data, designs, drawings, software, specifications, manuals and
supplier lists, and business and marketing plans and proposals)~~
regardless of whether such trade secrets and confidential information
~~are patentable (collectively, the "Trade Secrets");~~

e. Software.

- i. ~~any and all computer software (including data and related
documentation, manuals, flowcharts, diagrams, descriptive tests
and programs, computer print-outs, underlying tapes, computer
data bases and similar items) (collectively, the "Software") (to be
discussed with Buyer); and~~

f. Proprietary Rights.

- i. ~~any and all other proprietary rights including publicity rights and all
copies and tangible embodiments of the Business Intellectual
Property;~~

2. Further Actions. Assignor further agrees, without further consideration, to execute and deliver, or arrange for the delivery of, such further documents and instruments as Assignee may reasonably request, to effectuate and record this Assignment and the assignment of the Business Intellectual Property and any other intellectual property rights purported to be transferred hereunder; provided however, that, except with respect to requests made by the Assignee within the 15 month period following the Closing (as defined under the Purchase Agreement), Assignor shall not be required to incur any out-of-pocket expense in connection herewith.

3. Power of Attorney. Assignor hereby irrevocably constitutes and appoints Assignee as the true and lawful agents and attorneys in fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and their successors and assigns, from time to time to execute and deliver, or arrange for the delivery of, such further documents and instruments as Assignee may reasonably request, to effectuate and record this Assignment and the assignment of the Business Intellectual Property and any other intellectual property rights purported to be transferred hereunder. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

4. Purchase Agreement. Nothing in this Assignment is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment. If any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provision of the Purchase Agreement shall control.

5. Miscellaneous.

- a. Captions. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole

b. Governing Law. This Assignment and the rights and obligations of the parties hereto Agreement shall be governed by and construed in accordance with the Laws of the State of California, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of California.

6. Assignability. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, estates, heirs and legal representatives.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered on this 3rd day of November, 2008.

Fertile Thoughts Inc.

By: _____
Name: RUNEN DUNN
Title: PRESIDENT

ACCEPTED AND AGREED TO THIS ____ DAY OF OCTOBER, 2008:

EHARMONY, INC.

By: _____
Name:
Title:

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

**TRADEMARK
REEL: 003883 FRAME: 0966**

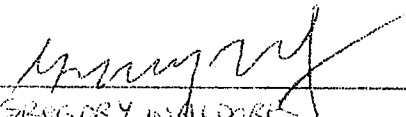
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered on this 31 day of October, 2008.

Fertile Thoughts Inc.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO THIS 3rd DAY OF NOVEMBER, 2008:

EHARMONY, INC.

By: 
Name: GREGORY WALDORE
Title: CEO

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK
REEL: 003883 FRAME: 0967

SCHEDULE A

Patents: ~~None~~

Copyrights:

All works of authorship used in connection with FertileThoughts.com, including, without limitation, the following:

~~Web site created with Dr. Amiradon M. L. M.D. and Dr. Arif M. L. M.D., M.D.
 Co-Swift Homecare agreement with Simms Outlook~~

Registered Trademarks:

Mark	Application No.	Registration No.	Filing Date	Registration Date
FERTILE THOUGHTS	75811936	2582966	September 30, 1999	June 18, 2002

Common Law Trademarks:

Mark	Date of First Use	Goods/Services
FERTILE THOUGHTS Logo	May 2001	Dissemination of advertising for others both in on-line electronic communication and in print in fields of health and nutrition products; Video and audio services; providing on-line electronic bulletin boards for transmission of messages among computer users in the fields of health and nutrition; Education services, namely conducting on-line workshops providing interactive discussions in the fields of health and nutrition
SUPPORTING YOUR FAMILY BUILDING CHALLENGES	May 2001 (without the dots)	Dissemination of advertising for others both in on-line electronic communication network and in print in fields of health and nutrition products; Video and audio services; providing on-line electronic bulletin boards for transmission of messages among computer users in the fields of health and nutrition; Education services, namely conducting on-line workshops providing interactive discussions in the fields of health

<p>FOIA</p>	<p>September 29, 1995</p>	<p>and nutrition</p> <p>Dissemination of advertising for classes to be held via on-line electronic bulletin boards in the fields of health and nutrition product, Web-based seminars; providing on-line electronic bulletin boards for transmission of messages among computer users in the fields of health and nutrition; Education seminars, and conducting on-line workshops via on-line interactive classes sessions in the fields of health and nutrition</p>
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Other Intellectual Property:

Domain Names
www.fertilethought.com
www.fertilethought.biz
www.fertilethought.ca
www.fertilethought.co.uk
www.fertilethought.de
www.fertilethought.us