

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hurry Brands, LLC | | 02/01/2007 | LIMITED LIABILITY COMPANY: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | HurryDate, LLC | | |
| Street Address: | 8383 Wilshire Blvd. | | |
| Internal Address: | Suite 800 | | |
| City: | Beverly Hills | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90211 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2711384 | HURRYDATE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)208-1154 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3102081182 | | |
| Email: | vfu@richardsonpatel.com | | |
| Correspondent Name: | Victor T. Fu | | |
| Address Line 1: | 10900 Wilshire Blvd. | | |
| Address Line 2: | Suite 500 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90024 | | |
| ATTORNEY DOCKET NUMBER: | SPARK - HURRYDATE ASSIGN | | |
| NAME OF SUBMITTER: | Victor T. Fu | | |
| Signature: | /Victor T. Fu/ | | |

OP \$40.00 2711384

Date:

04/22/2009

Total Attachments: 7

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Delaware

PAGE 1

The First State

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 AMENDMENT OF "HD ACQUISITION, LLC", CHANGING ITS NAME FROM "HD ACQUISITION, LLC" TO "HURRYDATE, LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF MARCH, A.D. 2007, AT 7:55 O'CLOCK P.M.

4293058 8100

070308729



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5503172

DATE: 03-13-07

TRADEMARK

REEL: 003974 FRAME: 0479

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
HD ACQUISITION, LLC**

Louie Hopkins hereby certifies that:

FIRST: He is an authorized person of HD Acquisition, LLC, a Delaware limited liability company (the "LLC").

SECOND: The date of filing of the LLC's original Certificate of Formation with the Secretary of State of Delaware was January 30, 2007.

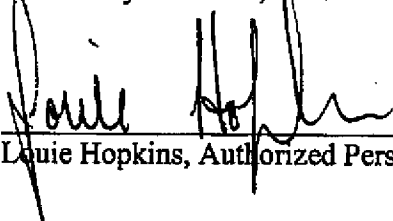
THIRD: Article First of the Certificate of Formation of this LLC is hereby amended to read in its entirety as follows:

"The name of the limited liability company formed hereby is:

HurryDate, LLC"

FOURTH: This action is taken pursuant to Section 18-202 of the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Certificate of Formation on the 12th day of March, 2007.



Louie Hopkins, Authorized Person

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 1, 2007, by and among HD Acquisition, LLC, a Delaware limited liability company (the "Buyer") and a wholly owned subsidiary of Spark Networks plc, a public limited company incorporated under the laws of England and Wales ("Parent"), HURRY BRANDS, LLC, a Florida limited liability company (the "Seller") and Ken Deckinger and Adele Tongish, members of Seller (each a "Member" and together, the "Members"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Seller owns and operates a personal and social networking service facilitating introduction among single persons through the Seller's internet website and the hosting of social networking functions and related services (the "Business");

WHEREAS, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, all right, title and interest, direct or indirect, in and to all of the Assets pursuant to the terms and provisions of that certain Asset Purchase Agreement (the "Asset Purchase Agreement") by and among Parent, Buyer, Seller and the Members dated as of the date hereof; and

WHEREAS, this Bill of Sale is being executed and delivered in order to effect the sale of the Assets to Buyer, as provided in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the sale of the Assets and in accordance with the terms of the Asset Purchase Agreement, Buyer and Seller agree as follows:

1. Sale and Transfer of the Assets. Seller does hereby sell, transfer, assign, and deliver to Buyer all of Seller's right, title, and interest in, to and under the Assets.
2. Acceptance of Transferred Assets. Buyer does hereby accept all the right, title, and interest of Seller in, to and under all of the Assets.
3. Assumed Liabilities. Notwithstanding any provision in this Agreement or the Asset Purchase Agreement to the contrary, Buyer assumes only the Assumed Liabilities and does not assume any other liabilities or obligations of Seller.
4. Further Assurances. Each of Seller and the Members hereby covenants that, from time to time after the delivery of this instrument, at Buyer's request, such person will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances, transfers, assignments, powers of attorney and assurances as Buyer may reasonably require to convey, transfer to and vest in Buyer, and to put Buyer in possession of, any of the Assets.
5. Asset Purchase Agreement. This Agreement is made subject to the representations and warranties of Seller and the Members contained in the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the

representations, warranties, covenants, agreements and indemnities of Seller and the Members relating to the Assets, the Business and other matters, are incorporated herein by this reference. Each of Seller and the Members acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may not be altered, amended or modified except by written instrument executed by each of the parties hereto.

7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law rules of such state.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

SELLER:

HURRY BRANDS, LLC,
a Florida limited liability company

By: 
Name: Ken Deckinger
Title: Manager

KEN DECKINGER

By: 

ADELE TONGISH

By: _____

BUYER:

HD ACQUISITION, LLC,
a Delaware limited liability company

By: _____
Name: Mark G. Thompson
Title: Vice President

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

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a Florida limited liability company

By: _____
Name: Ken Deckinger
Title: Manager

KEN DECKINGER

By: _____

ADELE TONGISH

By:  _____

BUYER:

HD ACQUISITION, LLC,
a Delaware limited liability company

By: _____
Name: Mark G. Thompson
Title: Vice President

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

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SELLER:

HURRY BRANDS, LLC,
a Florida limited liability company

By: _____
Name: Ken Deckinger
Title: Manager

KEN DECKINGER

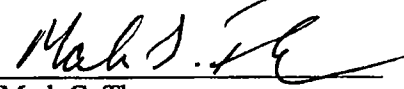
By: _____

ADELE TONGISH

By: _____

BUYER:

HD ACQUISITION, LLC,
a Delaware limited liability company

By: 
Name: Mark G. Thompson
Title: Vice President

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]