

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
LN Inc.		01/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lavalife Corp.
Street Address:	2200 Yonge Street
Internal Address:	Suite 300
City:	Toronto
State/Country:	CANADA
Postal Code:	M4S 2C6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3265883	#CLICK
Registration Number:	3442300	BROWSE2CLICK
Serial Number:	77706018	CLICKSCORE
Registration Number:	2646908	LAVALIFE
Registration Number:	2672951	LAVALIFE
Registration Number:	3441380	LAVALIFE2GO
Registration Number:	3763968	LL LAVALIFE PRIME
Registration Number:	3763967	LAVALIFE PRIME
Registration Number:	2737935	LAVALIFE
Registration Number:	2633091	LAVALIFE
Registration Number:	2640778	
Registration Number:	2732888	
Registration Number:	1993986	MANLINE

CH \$540.00 3265883

Registration Number:	3321251	SPEEDFLIRTS
Registration Number:	3478139	TEXTCHATFUN
Registration Number:	1892372	THE NIGHT EXCHANGE
Registration Number:	3262434	TXT2CLICK
Registration Number:	3752907	LL LAVALIFE PRIME WHERE SINGLES 45 + CLICK!
Registration Number:	3652372	LL LAVALIFE PRIME WHERE SINGLES 45 + CLICK!
Registration Number:	2703164	WHERE SINGLES CLICK
Registration Number:	2710049	WHERE SINGLES CLICK

CORRESPONDENCE DATA

Fax Number: (716)845-6474
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7168456000
Email: cbell@kavinokycook.com
Correspondent Name: Candace Lynn Bell
Address Line 1: 726 Exchange Street
Address Line 2: Suite 800
Address Line 4: Buffalo, NEW YORK 14210

DOMESTIC REPRESENTATIVE

Name: Candace Lynn Bell, Esq.
Address Line 1: 726 Exchange Street
Address Line 2: Suite 800
Address Line 4: Buffalo, NEW YORK 14210

NAME OF SUBMITTER:	Candace Lynn Bell
Signature:	/Candace Lynn Bell/
Date:	11/23/2010

Total Attachments: 5
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CONTRIBUTION AGREEMENT

THIS AGREEMENT dated and effective as of the 1st day of January, 2010.

BETWEEN:

LN INC., an corporation formed by merger in the State of Delaware

(the "Vendor")

- and -

LAVALIFE CORP., an unlimited company formed by amalgamation in the Province of Nova Scotia

(the "Purchaser")

WHEREAS the Vendor is the registered and beneficial owner of the Purchased Assets;

AND WHEREAS the Purchaser desires to purchase the Purchased Assets from the Vendor on and subject to the terms hereof;

AND WHEREAS the Vendor desires to sell the Purchased Assets to the Purchaser on and subject to the terms hereof;

NOW THEREFORE in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledges, the parties hereto hereby covenant and agree as follows:

ARTICLE I - DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions and Interpretation: In this Agreement the following words shall have the following meanings unless the context otherwise requires:

- (a) "**Agreement**" means this agreement (including all schedules attached hereto) and any amendments hereto or restatements hereof;
- (b) "**Closing Time**" means 12:04 a.m. (Eastern Standard Time) on the effective date of this Agreement;
- (c) "**Intellectual Property Rights**" means, on a world-wide basis, any and all now known or hereafter known tangible and intangible (i) rights associated with works of authorship including, without limitation, copyrights, moral rights and mask-

works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing);

- (d) **"Purchase Price"** means the fair market value of the Purchased Assets, which the parties hereto have determined to be USD\$
- (e) **"Purchased Assets"** means all Intellectual Property Rights in and to the Lavallife trade-name, including works and inventions associated therewith; and
- (f) **"Shares"** means ten (10) common shares in the capital of the Purchaser;

Section 1.02 Headings: The headings of the Sections and Articles to this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

ARTICLE II - PURCHASE AND SALE

Section 2.01 Purchase and Sale: On the terms and conditions contained herein, the Vendor hereby agrees to sell, assign and transfer and does hereby sell, assign and transfer the Purchased Assets to the Purchaser, and the Purchaser hereby purchases the Purchased Assets from the Vendor and does hereby accept the Purchased Assets.

Section 2.02 Issuance of Shares as Consideration: The Purchase Price to be paid to the Vendor by the Purchaser for the Purchased Assets shall be paid and satisfied in full by the issuance to the Vendor of ten (10) common shares in the capital of the Purchaser.

Section 2.03 Transfer of Purchased Assets: The Vendor shall deliver to the Purchaser all necessary conveyances, bills of sales, assurances, transfers, assignments and consents and any other documents necessary or reasonably required to effectively transfer the Purchased Assets to the Purchaser, free and clear of all liens, charges or other encumbrances whatsoever.

ARTICLE III- CLOSING

Section 3.01 Closing Deliveries:

- (a) At the Closing Time, the Vendor shall deliver, or cause to be delivered, to the Purchaser such documents as may be reasonably requested by the Purchaser.
- (b) At the Closing Time, the Purchaser shall deliver, or cause to be delivered, to the Vendor, a certificate representing the Shares registered to Vendor and such other documents as may be reasonably requested by the Vendor.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

Section 4.01 Representations and Warranties of the Vendor: The Vendor represents and warrants to the Purchaser that:

- (a) the Vendor is the registered and beneficial owner of the Purchased Assets;
- (b) the Vendor has all necessary corporate power and capacity and is otherwise legally entitled to enter into this Agreement and to transfer the Purchased Assets to the Purchaser, on the terms and conditions set out in this Agreement; and
- (c) the Vendor knows of no action, proceeding or investigation pending or threatened involving the Vendor which places in question the validity or enforceability of this Agreement.

Section 4.02 Representations and Warranties of the Purchaser: The Purchaser hereby represents and warrants to the Vendor that:

- (a) the fulfillment of the obligations of the Purchaser hereunder will not be in contravention of any of the terms or conditions contained in the Memorandum of Association or Articles of Association of the Purchaser;
- (b) the Purchaser has all necessary power and capacity and is otherwise legally entitled to enter into this Agreement and to issue the Shares to the Vendor, on the terms and conditions set out in this Agreement; and
- (c) the Purchaser knows of no action, proceeding or investigation pending or threatened involving the Purchaser which places in question the validity or enforceability of this Agreement.

ARTICLE V - MISCELLANEOUS

Section 5.01 Payment of Taxes: The Purchaser shall be liable for and shall pay all applicable federal and provincial sales taxes, deed transfer taxes, goods and services taxes, excise taxes and all other taxes (other than income taxes of the Vendor), duties and other like charges properly payable upon and in connection with the conveyance and transfer of the Purchased Assets to the Purchaser. The Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in an efficient manner.

Section 5.02 No Assignment: This Agreement shall not be assigned by either party without the express prior written consent of the other party hereto.

Section 5.03 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

Section 5.04 Further Assurances: The parties hereto shall do such further acts, execute such further documents and give such further assurances as may be necessary or desirable to give full effect to this Agreement.

Section 5.05 Time: Time shall be of the essence of this Agreement.

Section 5.06 Assigns: This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first above written.

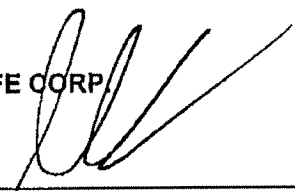
LN INC.

Per: _____


George Thomas
Secretary

LAVALIFE CORP

Per: _____


George Thomas
Assistant Secretary

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