

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc.		11/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LN, Inc. (successor in interest to LavaLife Inc.)		
Street Address:	20 Glover Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06850		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2703164	WHERE SINGLES CLICK	
Registration Number:	2710049	WHERE SINGLES CLICK	
Registration Number:	2633091	LAVALIFE	
Registration Number:	2640778		
Registration Number:	2737935	LAVALIFE	
Registration Number:	2732888		
Registration Number:	2672951	LAVALIFE	
Registration Number:	2646908	LAVALIFE	
Registration Number:	1993986	MANLINE	
Registration Number:	1892372	THE NIGHT EXCHANGE	
Serial Number:	77706018	CLICKSCORE	
Registration Number:	3752907	LL LAVALIFE PRIME WHERE SINGLES 45 + CLICK!	
Registration Number:	3652372	LL LAVALIFE PRIME WHERE SINGLES 45 + CLICK!	
Registration Number:	3763967	LAVALIFE PRIME	

900177700

TRADEMARK
REEL: 004423 FRAME: 0698

CH \$540.00 2703164

Registration Number:	3763968	LL LAVALIFE PRIME
Registration Number:	3441380	LAVALIFE2GO
Registration Number:	3321251	SPEEDFLIRTS
Registration Number:	3478139	TEXTCHATFUN
Registration Number:	3442300	BROWSE2CLICK
Registration Number:	3262434	TXT2CLICK
Registration Number:	3265883	#CLICK

CORRESPONDENCE DATA

Fax Number: (215)655-2286

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@dechert.com

Correspondent Name: Jacob R. Bishop

Address Line 1: Dechert LLP

Address Line 2: Cira Centre, 2929 Arch Street

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	392067
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	12/02/2010

Total Attachments: 7

source=LAVALIFE IP release#page1.tif

source=LAVALIFE IP release#page2.tif

source=LAVALIFE IP release#page3.tif

source=LAVALIFE IP release#page4.tif

source=LAVALIFE IP release#page5.tif

source=LAVALIFE IP release#page6.tif

source=LAVALIFE IP release#page7.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("**Release**") is dated as of November 30, 2010 by Lehman Commercial Paper Inc., in its capacity (i) as Administrative Agent and Collateral Agent for the Lenders and the Secured Parties (as each such capitalized term is defined in the First Lien Credit Agreement (as hereinafter defined)) under the First Lien Credit Agreement (in such capacity, "**First Lien Agent**") and (ii) as Administrative Agent and Collateral Agent for the Lenders and the Secured Parties (as each such capitalized term is defined in the Second Lien Credit Agreement (as hereinafter defined)) under the Second Lien Credit Agreement (in such capacity, "**Second Lien Agent**" and together with the First Lien Agent, "**Assignor**"), in favor of the Persons listed on the signature page hereof ("**Assignee**").

WHEREAS, Vertrue LLC (formerly known as Vertrue Incorporated), a Delaware limited liability company ("**Borrower**"), Velo Holdings Inc., a Delaware corporation ("**Holdings**"), Velo Acquisition Inc., a Delaware corporation ("**Acquisitionco**") and V2V Holdings LLC, a Delaware limited liability company ("**V2V**") (via joinder) entered into (i) the First Lien Credit Agreement, dated as of August 16, 2007 (as from time to time amended, supplemented or otherwise modified, the "**First Lien Credit Agreement**"), with the several banks and other financial institutions party thereto, First Lien Agent, JPMorgan Chase Bank, N.A., as syndication agent, and Lehman Brothers Inc. and J.P. Morgan Securities Inc., as joint lead arrangers and joint bookrunners and (ii) the Second Lien Credit Agreement, dated as of August 16, 2007 (as from time to time amended, supplemented or otherwise modified, the "**Second Lien Credit Agreement**" and together with the First Lien Credit Agreement, collectively, the "**Credit Agreements**"), with the several banks and other financial institutions party thereto, Second Lien Agent, JPMorgan Chase Bank, N.A., as syndication agent, and Lehman Brothers Inc. and J.P. Morgan Securities Inc., as joint lead arrangers and joint bookrunners. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the First Lien Credit Agreement and, if not otherwise defined in the First Lien Credit Agreement, the Second Lien Credit Agreement.

WHEREAS, in connection with the First Lien Credit Agreement, Assignee executed and delivered (i) the First Lien Guarantee and Collateral Agreement, dated as of August 16, 2007, by and among Holdings, the Borrower, Acquisitionco, V2V (via joinder), the Subsidiary Guarantors and the First Lien Agent (as from time to time amended, supplemented or otherwise modified, the "**First Lien Guarantee and Collateral Agreement**") and (ii) the Second Lien Guarantee and Collateral Agreement, dated as of August 16, 2007, by and among Holdings, the Borrower, Acquisitionco, V2V (via joinder), the Subsidiary Guarantors and the Second Lien Agent (as from time to time amended, supplemented or otherwise modified, the "**Second Lien Guarantee and Collateral Agreement**" and together with the First Lien Guarantee and Collateral Agreement, the "**Guarantee and Collateral Agreements**").

WHEREAS, under the terms of the Guarantee and Collateral Agreements, Assignee granted and/or continued to grant, as applicable, to Assignor for the ratable benefit of the secured parties under the Guarantee and Collateral Agreements, a security interest in, among other property, certain intellectual property of Assignee, and, in connection therewith, Assignee executed (i) that certain Grant of Security Interest in Trademarks Agreement, dated as of August 16, 2007, by and among Holdings, Borrower, Acquisitionco, the Subsidiary Guarantors and First Lien Agent and (ii) that certain Grant of Security Interest in Trademarks Agreement, dated as of August 16, 2007, by and among Holdings, Borrower, Acquisitionco, the Subsidiary Guarantors and Second Lien Agent, for recording such security interest with the United States Patent and

Trademark Office, the United States Copyright Office and other governmental authorities, and such agreements were recorded with such governmental authorities (the documents referred to in the foregoing clauses (i) and (ii), the "**IP Security Agreements**").

WHEREAS, pursuant to the Guarantee and Collateral Agreements and the IP Security Agreements, a lien was secured on all intellectual property of Assignee, including the following (the "**Collateral**"):

(i) all letters patent of the United States, all reissues and extensions thereof, all applications for letters patent of the United States, any other country or any political subdivision thereof, and all continuations and continuations in part thereof, and all rights to obtain any reissues or extensions of the foregoing (the "**Patents**");

(ii) all written agreements providing for the grant by or to Assignee of any right to manufacture, use or sell any invention covered in whole or in part by a Patent ("**Patent Licenses**");

(iii) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all goodwill associated therewith, and all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any registrations and applications for registration in respect of the foregoing set forth on Schedule A hereto and the right to obtain renewals thereof (the "**Trademarks**");

(iv) all written agreements providing for the grant by or to Assignee of any right to use any Trademark ("**Trademark Licenses**");

(v) all copyrights arising under the laws of the United States, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office and the right to obtain all renewals thereof (the "**Copyrights**");

(vi) all written agreements naming Assignee as licensor or licensee, granting any right under any Copyright ("**Copyright Licenses**");

(vii) all rights to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(vi) all Proceeds (as defined in the Guarantee and Collateral Agreements), Supporting Obligations (as defined in the New York Uniform Commercial Code) and products of any of the Collateral and products of any and all of the foregoing and all collateral security and guarantees given by Assignee with respect to any of the foregoing.

WHEREAS, Assignor and Assignee desire that Assignor terminates and releases its security interest in any of the Released Collateral (as defined below) that are used in or related to the business of owning and operating interactive technologies for the personals market currently carried on by the Assignee, Lavalife Corp., Interactive Media Group (Australia) Pty

Limited and IMC Interactive Media Corporation Pty Limited including but not limited to the internet, telephone and mobile meeting and dating products and platforms including chat rooms and other services through, among others, the Lavalife Corp. websites and interactive voice response based and SMS and MMS based interactive personals services in North America, Australia and the rest of the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The term "Released Collateral," as used herein, shall mean all of LN, Inc.'s (successor in interest to Lavalife Inc. and Neverblue, Inc.) right, title and interest of every kind and nature in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, in each case listed on Schedule A, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof (the "Released Trademarks"); (b) all goodwill associated with or symbolized by the Released Trademarks; and (c) all assets, rights and interests that uniquely reflect or embody the Released Trademarks.

Assignor hereby terminates, releases and discharges fully its lien on, and security interest in and to and right of setoff against and any right to obtain an assignment, transfer or conveyance of, all of the Released Collateral, and reassigns and transfers any and all interest that Assignor may have in the Released Collateral to Assignee.

Except with respect to the Released Collateral, the Guarantee and Collateral Agreements and the IP Security Agreements shall continue in full force and effect.


Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office and the United States Copyright Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Released Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably requests (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Released Collateral.


[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered by its authorized signatory thereunto duly authorized as of November 30, 2010.

LEHMAN COMMERCIAL PAPER INC., as
agent for the "Secured Parties" under the First
Lien Credit Agreement

By: 
Name: SCOTT GOLDSMITH
Title: Authorized Signatory

LEHMAN COMMERCIAL PAPER INC., as
agent for the "Secured Parties" under the Second
Lien Credit Agreement

By: 
Name: SCOTT GOLDSMITH
Title: Authorized Signatory

Acknowledged and agreed:

LN, INC. (SUCCESSOR IN INTEREST TO
LAVALIFE INC. AND NEVERBLUE, INC.)

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered by its authorized signatory thereunto duly authorized as of November 30, 2010.

LEHMAN COMMERCIAL PAPER INC., as agent for
the "Secured Parties" under the First Lien Credit
Agreement

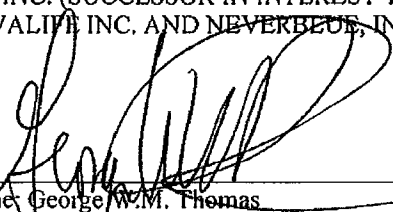
By: _____
Name:
Title: Authorized Signatory

LEHMAN COMMERCIAL PAPER INC., as agent for
the "Secured Parties" under the Second Lien Credit
Agreement

By: _____
Name:
Title: Authorized Signatory






Acknowledged and agreed:






LN, INC. (SUCCESSOR IN INTEREST TO
LAVALINE INC. AND NEVERBEUS, INC.)

By: 
Name: George W.M. Thomas
Title: Secretary

[Signature page to Release of Security Interest in Intellectual Property]

Schedule A
TRADEMARKS

Mark	Registration No/Application Ser. No.	Registration Date/Application Filing Date
WHERE SINGLES CLICK	2703164	4/1/03
WHERE SINGLES CLICK	2710049	4/22/03
 LAVALIFE	2633091	10/8/02
	2640778	10/22/02
	2737935	7/15/03
	2732888	7/1/03
LAVALIFE	2672951	1/7/03
LAVALIFE	2646908	11/05/02
MANLINE	1993986	8/13/96
THE NIGHT EXCHANGE	1892372	5/2/95
CLICKSCORE	77/706018	4/3/09
 LL LAVALIFE PRIME WHERE SINGLES 45 + CLICK!	3752907	2/23/10

Mark	Registration No/Application Ser. No.	Registration Date/Application Filing Date
 lavalife PRIME Where singles 45+ click! LL LAVALIFE PRIME WHERE SINGLES 45 + CLICK!	3652372	7/7/09
 lavalife PRIME LAVALIFE PRIME	3763967	3/23/10
 lavalife PRIME LAVALIFE PRIME	3763968	3/23/10
 lavalife2go LAVALIFE2GO	3441380	6/3/08
SPEEDFLIRTS	3321251	10/23/07
 TextChatFun TEXTCHATFUN	3478139	7/29/08
BROWSE2CLICK	3442300	6/3/2008
TXT2CLICK	3262434	7/10/07
#CLICK	3265883	7/17/07