

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
MarketRange, Incorporated		05/04/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Matrima, Inc.		
Street Address:	218 Main St. #487		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3164563	PERFECTMATCH.COM	
Registration Number:	1928068	PERFECT MATCH PERSONAL INTRODUCTION SYSTEM	
Registration Number:	2992322	DUET	
Registration Number:	3240473	LOVE IS IN THE LETTERS	
Registration Number:	3082747	CELLMATES	
CORRESPONDENCE DATA			
Fax Number:	(206)587-2308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademark@cairncross.com		
Correspondent Name:	Maureen Burke		
Address Line 1:	524 Second Avenue, Suite 500		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	11566-001		
NAME OF SUBMITTER:	Maureen Burke		

OP \$140.00 3164563

Signature:	/maureendburke/
Date:	05/02/2011
Total Attachments: 12 source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page1.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page2.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page3.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page4.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page5.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page6.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page7.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page8.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page9.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page10.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page11.tif source=MarketRange, Incorporated-Matrima, Inc. Assignment of Ownership Documents (01613976)#page12.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of the 3rd day of May 2010, is given by Matrima, Inc, a Washington corporation ("MATRIMA"), in favor of GR Match, LLC, a Delaware limited liability company ("GR MATCH").

RECITALS:

WHEREAS, MATRIMA has purchased from GR MATCH the Purchased Assets (as defined in that certain Subordinated Secured Convertible Promissory Note Purchase Agreement by and between MATRIMA and GR MATCH, dated as of even date herewith), which Purchased Assets include all of GR MATCH'S right, title and interest in and to (i) that certain Subordinated Secured Convertible Promissory Note, dated July 21, 2008 (the "GRM Note"), issued by MarketRange, Incorporated, a Washington corporation ("Borrower"), in favor of GR MATCH, and (ii) that certain Security Agreement, dated July 21, 2008, executed by Borrower in favor of GR MATCH (the "GRM Security Agreement");

REDACTED

IN WITNESS WHEREOF, the undersigned has executed this Security Agreement as of the day and year first hereinabove written.

MATRIMA, INC.,
a Washington corporation


By  _____
Rafique Fatah, President

EXHIBIT "A"

COLLATERAL DESCRIPTION

All intellectual and similar property of every kind and nature now owned or hereafter acquired by MATRIMA and its subsidiaries, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing, in each case relating to the perfectmatch.com or duetdating.com dating websites or any successor or substitute websites, including the intellectual property listed on Schedule A.

All terms used herein which are defined in the UCC shall have the same meanings when used herein, unless the context requires otherwise and except that (i) for purposes of this Agreement, the meaning of such terms will not be limited by reason of any limitation on the scope of the UCC, whether under Section 9-109 of the UCC, by reason of federal preemption or otherwise, and (ii) to the extent the definition of any category or type of Collateral is expanded by any amendment, modification or revision to the UCC, such expanded definition will apply automatically as of the date of such amendment, modification or revision.

SCHEDULE A

TO EXHIBIT "A" TO SECURITY AGREEMENT

TRADEMARKS

<u>Name</u>	<u>Registration Date</u>	<u>Registration Number</u>
Perfectmatch.com	October 31, 2006	3164563
Perfect Match Personal Introduction System	October 17, 1995	1928068
Genuine People Real Love	January 10, 2006	3041546
Duet	September 6, 2005	2992322
Love is in the Letters	May 8, 2007	3240473
Cellmates	April 18, 2006	3082747

INTERNET DOMAIN NAMES

www.perfectmatch.com

www.duetdating.com

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "Security Agreement"), dated as of July 21, 2008, is executed by **MarketRange, Incorporated**, a Washington corporation (together with its successors and assigns, "Company"), in favor of GR Match LLC, a Delaware limited liability company ("Secured Party").

RECITALS

REDACTED

B. In order to induce Secured Party to extend the credit evidenced by the Note, Company has agreed to enter into this Security Agreement and to grant Secured Party, the security interest in the Collateral described below.

AGREEMENT

REDACTED

REDACTED

2. Grant of Security Interest. As security for the Obligations, Company hereby pledges to Secured Party and grants to Secured Party a security interest of first priority in all right, title and interests of Company and its subsidiaries in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "Collateral").

REDACTED

IN WITNESS WHEREOF, Company and Secured Party have caused this Security Agreement to be executed as of the day and year first above written.

COMPANY:

MARKETRANGE, INCORPORATED

By:  _____

Name: _____

Title: _____

[Signature page to Security Agreement]

**ATTACHMENT 1
TO SECURITY AGREEMENT**

All right, title, interest, claims and demands of Company and its subsidiaries in and to the following property:

REDACTED

(x) All Intellectual Property;

REDACTED

The term "**Intellectual Property**" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Company and its subsidiaries, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing, including the intellectual property listed on Schedule A.

All capitalized terms used in this Attachment 1 and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of Washington as in effect from time to time.

CHI008856.2

**TRADEMARK
REEL: 004532 FRAME: 0697**

SCHEDULE A
TO SECURITY AGREEMENT

Intellectual Property

Patent Applications

Title	Application Date	Application No.
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NONE.

Trademark Applications

Title	Registration Date	Registration No.
Perfectmatch.com	October 31, 2006	3164563
Duet	September 6, 2005	2992322
Love is in the Letters	May 8, 2007	3240473
Perfect Match	October 17, 1995	1928068

CHV1008856.2

SUBORDINATED SECURED CONVERTIBLE PROMISSORY NOTE
PURCHASE AGREEMENT

REDACTED

1. Sale of Promissory Note. Subject to the terms and conditions hereof, Seller agrees to sell, convey, transfer and assign to Purchaser, and Purchaser agrees to purchase and acquire and accept from Seller, all of Seller's right, title and interest in and to the following assets of Seller (collectively, the "Purchased Assets");

REDACTED

(b) All rights of Seller from and following the Closing Date (as defined below) under that certain Security Agreement, dated July 21, 2008, executed by Borrower in favor of Seller (the "Security Agreement"); and

REDACTED

IN WITNESS WHEREOF the Parties have signed this Agreement as of the date and year first above written.

SELLER:

GR MATCH, LLC
a Delaware limited liability company

PURCHASER:

MATRIMA, INC.,
a Washington corporation

By: B. Van de Bunt
Name: Bennet VAN de Bunt
Title: Secretary

By: _____
Rafique Fatah, President

SIGNATURE PAGE TO SUBORDINATED SECURED CONVERTIBLE PROMISSORY NOTE PURCHASE AGREEMENT

TRADEMARK
REEL: 004532 FRAME: 0700

IN WITNESS WHEREOF the Parties have signed this Agreement as of the date and year first above written.

SELLER:

GR MATCH, LLC
a Delaware limited liability company

PURCHASER:

MATRIMA, INC.,
a Washington corporation

By: _____
Name:
Title:

By:  _____
Rafique Fatah, President

SIGNATURE PAGE TO SUBORDINATED SECURED CONVERTIBLE PROMISSORY NOTE PURCHASE AGREEMENT