

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
Matrima, Inc.		07/12/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Goldenrod Spear Inc.
Street Address:	220 Humboldt Court
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

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
Registration Number:	3041546	GENUINE PEOPLE, REAL LOVE.

CORRESPONDENCE DATA

Fax Number: (407)841-2343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 407-841-2330
 Email: dsigalow@addmg.com
 Correspondent Name: David L. Sigalow
 Address Line 1: 255 South Orange Avenue
 Address Line 2: Suite 1401
 Address Line 4: Orlando, FLORIDA 32801

OP \$165.00 3164563

ATTORNEY DOCKET NUMBER:	97176
NAME OF SUBMITTER:	David L. Sigalow
Signature:	/David L. Sigalow/
Date:	07/29/2011
Total Attachments: 4 source=S28013#page1.tif source=S28013#page2.tif source=S28013#page3.tif source=S28013#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT, dated as of July 12, 2011, by and between Matrima, Inc., a Washington corporation ("Assignor") and Goldenrod Spear Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which the Assignor has agreed to assign to Assignee, all of Assignor's rights, title and interests in and to the Seller Intellectual Property (as defined in such Agreement).

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, delivers and sets over unto Assignee all of the rights of the Assignor and its successors and assigns in and to any and all of the Seller Intellectual Property, including but not limited to the intellectual property listed on Schedule 1 attached hereto. The Assignor hereby warrants that it is the true and lawful owner of the Seller Intellectual Property and that the Seller Intellectual Property is free and clear of any liens, claims or encumbrances of any kind.

Section 2. Further Assurances. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights in and to the Seller Intellectual Property.

Section 3. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Section 4. Counterparts. This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 5. Conflict. All of the terms and provisions of this Assignment are binding upon Assignor and its successors and assigns and will inure to the benefit of Assignee and its successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way waive, diminish or limit the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of Assignor) set forth in the Agreement, this Assignment being intended solely to effect the transfer of the Seller Intellectual Property in accordance with the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

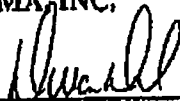
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TRADEMARK
REEL: 004593 FRAME: 0637

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment to be effective as of the date first above written.

MATRIMA, INC.

By: 
Name: Delane Dahl
Title: CEO

GOLDENROD SPEAR INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment to be effective as of the date first above written.

MATRIMA, INC.

By: _____
Name:
Title:

GOLDENROD SPEAR INC.

By: _____
Name: *Era Shastoua*
Title: *Chief financial officer*

Schedule 1

The following Registered Trademarks:

PERFECTMATCH.COM

Registration Number 3164563

PERFECT MATCH PERSONAL INTRODUCTION SYSTEM

Registration Number 1928068

DUET

Registration Number 2992322

LOVE IS IN THE LETTERS

Registration Number 3240473

CELLMATES

Registration Number 3082747

GENUINE PEOPLE REAL LOVE

Registration Number 3041546

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