

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Castle Street Investments plc		12/18/2015	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grendall Investments Limited		
<b>Street Address:</b>	Trident Chambers		
<b>Internal Address:</b>	PO Box 146		
<b>City:</b>	Road Town, Tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Entity Type:</b>	Private Limited Company: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3015816	FLIRT	
<b>Registration Number:</b>	2590336	FLIRT	
<b>Registration Number:</b>	2178982	CAFE FLIRT	
<b>Registration Number:</b>	2005734	FLIRT ONLINE	
<b>Registration Number:</b>	2004075	FLIRT ONLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035726540		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	303 572 6500		
<b>Email:</b>	gtipmail@gtlaw.com,strongg@gtlaw.com,dentonj@gtlaw.com		
<b>Correspondent Name:</b>	Gayle L. Strong		
<b>Address Line 1:</b>	1200 17th Street, Suite 2400		
<b>Address Line 2:</b>	Greenberg Traurig LLP		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	128322-012200		
<b>NAME OF SUBMITTER:</b>	Gayle L. Strong		
<b>SIGNATURE:</b>	/Gayle L. Strong/		
<b>DATE SIGNED:</b>	03/08/2016		

CH \$140.00 3015816

**Total Attachments: 2**

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**Trade mark and Domain Name Assignment**

Dated 16 ~~DECEMBER~~ 2015

**WHEREAS**, CASTLE STREET INVESTMENTS PLC, incorporated and registered in Scotland with company number SC368538 whose registered office is at 23 Manor Place, Edinburgh EH3 7DX (the "**Assignor**"), has adopted, owns and is using the trademarks set forth below (the "**Marks**"); and

**WHEREAS**, Assignor owns federal registrations for the Marks on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, as set forth below (the "**Registrations**"); and

**WHEREAS**, Assignor owns the internet domain names set forth in the attached Schedule (the "**Domain Names**"); and

**WHEREAS**, GRENDALL INVESTMENTS LIMITED, a private limited company incorporated and registered in the British Virgin Islands with registered number 1694954 whose registered office is at Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands (the "**Assignee**"), desires to acquire the Marks, the Registrations and the Domain Names; and

**NOW, THEREFORE**, with effect from the date hereof, for good and valuable consideration, sufficiency and receipt of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee all its right, title and interest in and to the following Marks, together with the reputation and goodwill of the business symbolized by the Marks, the Domain Names, and the following Registrations, along with the rights to police, monitor and enforce said marks against any and all past infringements, and to sue for and recover damages and profits for past infringements thereof, together with any and all further privileges throughout the world to establish use, ownership, and/or registration thereof:

FLIRT common law mark for on-line dating services, first used in 1995

FLIRT, U.S. Reg. No. 3015816

FLIRT, U.S. Reg. No. 2590336

CAFE FLIRT, U.S. Reg. No. 2178982

FLIRT ONLINE, U.S. Reg. No. 2005734

FLIRT ONLINE, U.S. Reg. No. 2004075

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said marks in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademarks, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to said marks, at Assignee's expense.

I declare under penalty of perjury that the foregoing is true and correct, and that I signed this Trademark and Domain Name Assignment on the date set forth below.

**CASTLE STREET INVESTMENTS PLC**

~~Woolley~~ ..... Director  
N. ALL STIRLING ..... Full Name  
18 / 12 / 15 ..... Date