

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
Usearch Local, Inc.		02/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Match.com SN, LLC		
Street Address:	P.O. Box 25458		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3667151	USEARCHLOCAL	
CORRESPONDENCE DATA			
Fax Number:	(202)220-4201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.220.4200		
Email:	tmdocketdc@kenyon.com		
Correspondent Name:	William Merone - KENYON & KENYON LLP		
Address Line 1:	1500 K Street, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1257		
ATTORNEY DOCKET NUMBER:	14983-999		
NAME OF SUBMITTER:	William M. Merone		
Signature:	/William M. Merone/		
Date:	04/05/2010		

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Total Attachments: 11

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (collectively with the Exhibits and Schedules referred to herein, this "Agreement") is made this 5th day of February, 2010, by and among Singlesnet, Inc., a Massachusetts corporation ("SinglesNet"), The Hive, LLC, a Delaware limited liability company, Host Yours, LLC, a Delaware limited liability company, Virtual Matter, LLC, a Delaware limited liability company, USearchLocal, Inc., a Delaware corporation, 4416023 Canada, an Ottawa corporation (each of the foregoing entities, a "Seller" and, collectively, the "Sellers"); Daniel Chote ("Chote"); Kevin Dougherty ("Dougherty"), Gustaf Lipin and Quinn Lipin ("Lipin") (each, a "Selling Shareholder" and, collectively, the "Selling Shareholders"); Match.com SN, LLC, a Delaware limited liability company ("Purchaser"); and, solely for purposes of Sections 4.4, 4.6 and 5.2 and Article 9, Match.com, Inc., a Delaware corporation ("Match").

RECITALS:

1. Sellers operate an online personals business (the "Business") through certain websites, including "Singlesnet.com" (Singlesnet.com and any other web sites used or held for use in the operation of the Business, the "Websites").

2. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, all of the assets used or held for use in the conduct of the Business in exchange for cash and Purchaser's assumption of certain of Sellers' liabilities and obligations on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the respective representations, warranties, covenants, agreements, and conditions contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1

Definitions

1.1 Certain Definitions. In this Agreement and any Exhibit or Schedule hereto, the following capitalized terms have the following respective meanings:

REDACTED

"Acquired Assets" means all of the properties, rights, interests and other tangible and intangible assets of Sellers or Lipin (other than the Excluded Assets) existing or in development at the Closing Date (wherever located) used, held for use or being developed for use in connection with, or necessary for, the conduct of the Business, including, without limitation, all of Sellers' right, title and interest in and to the following:

REDACTED .

REDACTED

- (f) the Seller Intellectual Property;

REDACTED

REDACTED

ARTICLE 2

Purchase and Sale and Assumption

2.1 Purchase and Sale of Acquired Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, Sellers will sell, transfer, convey, assign, deliver and set over to Purchaser, and Purchaser will purchase and accept, all of the right, title, benefit and interest of Sellers in, to and under the Acquired Assets free and clear of all Liens (other than Permitted Liens). At the Closing, the sale, transfer, conveyance, assignment and delivery of the Acquired Assets will be effected pursuant to the Bill of Sale and the Assignment and Assumption of Contracts. Notwithstanding anything to the contrary contained in this Agreement, the transfer of the Acquired Assets will not include the assumption of any Liability related to the Acquired Assets unless Purchaser expressly assumes that Liability pursuant to Section 2.3 of this Agreement.

REDACTED

REDACTED

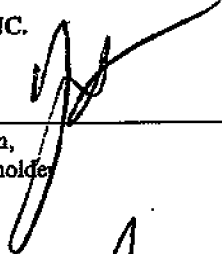
(n) Intellectual Property.

(i) Section 5.1(n) of the Disclosure Schedules contains a list of all issued patents, patent applications, registered trademarks and service marks, applications for trademark and service mark registration, registered copyrights, applications for copyright and domain name registrations that are used, held for use or being developed for use in the Business (the "Company Registered IP").

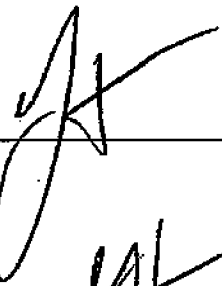
REDACTED

IN WITNESS WHEREOF, the parties, intending legally to be bound, have caused this Agreement to be duly executed and delivered as of the day and year first herein above written.

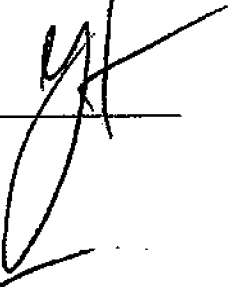
SINGLESNET, INC.

By: 
Quinn Lipin,
Sole Shareholder

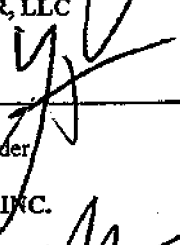
THE HIVE, LLC

By: 
Quinn Lipin,
Sole Shareholder

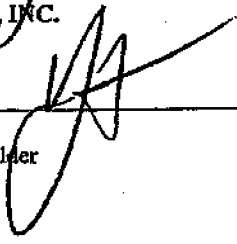
HOST YOURS, LLC

By: 
Quinn Lipin,
Sole Shareholder

VIRTUAL MATTER, LLC

By: 
Quinn Lipin,
Sole Shareholder

USEARCHLOCAL, INC.

By: 
Quinn Lipin,
Sole Shareholder

DANIEL CHOTE

KEVIN DOUGHERTY

GUSTAF LIPIN

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Section 5.1(n) Intellectual Property.

Section 5.1(n)(i)

SinglesNet Registered IP consists of:

REDACTED

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II. TRADEMARKS

1. SINGLESNET - issued by the United States Patent and trademark Office on July 10, 2007 as Registration No. 3,260,575.
2. SINGLESNET - trademark application filed in Canadian Intellectual Property Office on November 16, 2007 as Application No. 1,372,482, the registration of which is dependent upon SinglesNet's opposition to the application to register the term "Singlenet.com" pursuant to Application No. 1,331,270.
3. SINGLESNET.COM - trademark application filed in Canadian Intellectual Property Office on November 16, 2007 as Application No. 1,372,488, the registration of which is dependent upon SinglesNet opposition to the application to register the term "Singlenet.com" pursuant to Application No. 1,331,270.
4. CASH IN DATING - USA - pending application filed in the United States Patent and Trademark Office on January 28, 2008 as Application No. 77/310,802 - Statement of Use required for registration (Quinn Lipin, applicant).
5. DREAM DATING - USA - pending application filed in the United States Patent and Trademark Office on July 26, 2007 as Application No. 77/239,706 - Statement of Use required for registration (Quinn Lipin, applicant).
6. MATCH MESSENGER - USA - issued by the United States Patent and Trademark Office on January 20, 2004 as Registration No. 2,806,998 (Match Messenger, Inc., registrant). Note that a current Office Action is required to maintain the viability of such trademark.
7. ONLINE DATING MADE EASY - USA - issued by the United States Patent and Trademark Office on August 7, 2007 as Registration No. 3,274,566 (Singlenet, Inc., registrant).
8. SOFTWARE TO CONNECT - USA - issued by the United States Patent and Trademark Office on March 28, 2004 as Registration No. 3,073,318 (Match Messenger, Inc., registrant).
9. THE HIVE - USA - issued by the United States Patent and Trademark Office on January 28, 2008 as Registration No. 3,274,566 (Quinn Lipin, registrant).
10. THE HIVE - AUSTRALIA - issued by the Commonwealth of Australia on March 4, 2008 as Trade Mark No 1227502 (Quinn Lipin, registrant).
11. THE HIVE - CANADA - trademark application filed in Canadian Intellectual Property Office on November 22, 2007 as Application No. 1373177 and allowed on October 3, 2008 (Quinn Lipin, registrant).
12. THE HIVE - EUROPEAN COMMUNITY - issued by the Trade Marks and Designs Registration Office of the European Union on October 10, 2007 as Registration No. 0942426 (Quinn Lipin, registrant).

13. USEARCHLOCAL - USA - issued by the United States Patent and Trademark Office on August 11, 2009 as Registration No. 3,667,151 (Usearch Local, Inc., registrant).
14. USEARCHLOCAL - Canada - issued by the Canadian Intellectual Property Office on March 20, 2009, as Registration No. TMA736550 (Usearch Local, Inc., registrant).
15. YOUSEARCHLOCAL - Canada - pending application filed in Canadian Intellectual Property Office on November 2, 2007 as Application No. 1,373,203 (Usearch Local, Inc., applicant).
16. 101010 - USA - pending application filed in the United States Patent and Trademark Office on January 28, 2008 as Application No. 77/382,042 - Statement of Use required for registration. (Quinn Lipin, applicant).
17. 42 - USA - pending application filed in the United States Patent and Trademark Office on January 28, 2008 as Application No. 77/158,125 - Statement of Use required for registration. (Quinn Lipin, applicant).

REDACTED

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