

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
Badoo Limited		12/05/2012	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Badoo Media Limited		
Street Address:	332 Agiou Andreou Street		
Internal Address:	Patrician Chambers		
City:	Limassol		
State/Country:	CYPRUS		
Postal Code:	3035		
Entity Type:	CORPORATION: CYPRUS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2653448	AM I HOT	
Registration Number:	2780373	HOT OR NOT	
Registration Number:	2569798	HOT OR NOT	
Registration Number:	2982981	YAFRO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4082869800		
Email:	trademark@hopkinscarley.com		
Correspondent Name:	Gail M. Hashimoto/Hopkins & Carley		
Address Line 1:	70 So. First Street		
Address Line 2:	The Letitia Bldg.		
Address Line 4:	San Jose, CALIFORNIA 95113		

OP \$115.00 2653448

ATTORNEY DOCKET NUMBER:	28721-002
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Noelle D. Azzopardi
Signature:	/ndazzopardi/
Date:	01/25/2013
Total Attachments: 9 source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page1.tif source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page2.tif source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page3.tif source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page4.tif source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page5.tif source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page6.tif source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page7.tif source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page8.tif source=Full Assignment_doc_Badoo_Ltd_to_Badoo_Media_Ltd#page9.tif	

Dated

5

DECEMBER 2012

(1) BADOO LIMITED

-- and --

(2) BADOO MEDIA LIMITED

TRADE MARK ASSIGNMENT

WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
DOCUMENT
Dickinson Dees LLP
DICKINSON DEES LLP

THIS AGREEMENT is dated 5th DECEMBER 2012

PARTIES

- (1) **BADOO LIMITED** incorporated and registered in England and Wales with company number 5692436 whose registered office is at 12 Red Lion Square, London, WC1R 4QD (**Assignor**).
- (2) **BADOO MEDIA LIMITED** incorporated and registered in Cyprus with company number HE235966 whose registered office is at 332 Agiou Andreou Street, 'Patrician Chambers', 3035 Limassol, Cyprus (**Assignee**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Assignment Fee: means £1.00.

Trade Marks: the trade marks set out in Schedule 1.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedule.
- 1.4 References to clauses and the schedule are to the clauses and schedule of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. ASSIGNMENT

2.1 In consideration of the payment of the Assignment Fee, which shall be paid by the Assignee to the Assignor as set out in clause 3 the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

2.1.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and

2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. PAYMENT FOR ASSIGNMENT

3.1 The Assignee shall pay the Assignment Fee to the Assignor within 30 days of the date of this agreement.

3.2 The Assignment Fee shall be paid to the credit of the Assignor's bank account, details of which shall be notified by the Assignee in writing.

3.3 The Assignment Fee is exclusive of any applicable VAT, which shall be payable in addition on presentation by the Assignor of a valid VAT invoice.

4. FURTHER ASSURANCE

The Assignor shall and shall use all reasonable endeavours to procure that any relevant third party shall, at the Assignee's cost, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5. **ENTIRE AGREEMENT**

This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

6. **COUNTERPARTS**

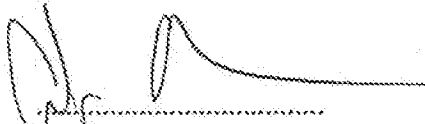
This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement.

7. **GOVERNING LAW AND JURISDICTION**

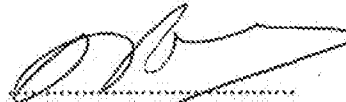
This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales whose courts shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

This agreement has been entered into on the date stated at the beginning of it.

Signed by **AMIT SHAFRIR**
for and on behalf of **BADOO LIMITED**


Director

Signed by **ANDREW PARKER**
for and on behalf of **BADOO MEDIA LIMITED**


Director

SCHEDULE I

TRADE MARKS

Trademark	Country	Registration Date	Application/Registration No.
AMI HOT	United States	Nov 26, 2002	Registered: 2653448 Application: 76184851
AMI HOT OR NOT	United Kingdom	Application Date: Oct 23, 2006	Application: 2436507
HOT OR NOT	Argentina	Nov 10, 2003	Registered: 1958805 Application: 2409159
HOT OR NOT	Argentina	Jan 30, 2004	Registered: 1968704 Application: 2409160
HOT OR NOT	Argentina	Nov 10, 2003	Registered: 1958806 Application: 2409161
HOT OR NOT	Australia	March 1, 2012	Registered: 905009 Application: 905009
HOT OR NOT	Benelux	Feb 22, 2002	Registered: 720461 Application: 1005973
HOT OR NOT	Brazil	May 2, 2007	Registered: 825233283 Application: 825233283
HOT OR NOT	Brazil	May 2, 2007	Registered: 825233267 Application: 825233267
HOT OR NOT	Brazil	May 2, 2007	Registered: 825233275 Application: 825233275
HOT OR NOT	Canada	August 4, 2004	Registered: 616256 Application: 1132269
HOT OR NOT	Chile	Oct 10, 2003	Registered: 675444 Application: 598138
HOT OR NOT	Chile	Oct 10, 2003	Registered: 675443 Application: 598139

HOT NOT	OR	Chile	Aug 19, 2003	Registered: 671266 Application: 598140
HOT NOT	OR	China (Peoples Republic)	July 7, 2003	Registered: 3104969 Application: 3104969
HOT NOT	OR	China (Peoples Republic)	July 7, 2003	Registered: 3104970 Application: 3104970
HOT NOT	OR	Colombia	Sept 26,2003	Registered: 273796 Application: 03-014064
HOT NOT	OR	Colombia	Sept 26,2003	Registered: 273795 Application: 03-014065
HOT NOT	OR	Colombia	Sept 26,2003	Registered: 273797 Application: 03-014063
HOT NOT	OR	Denmark	Feb 14, 2003	Registered: VR200300570 Application: VR200200817
HOT NOT	OR	Finland	Feb 14, 2003	Registered: 226434 Application: T200200656
HOT NOT	OR	France	Feb 26, 2002	Registered: 023150330 Application: 02/3150330
HOT NOT	OR	Greece	July 17, 2003	Registered: 147566 Application: 147566
HOT NOT	OR	Hong Kong	Feb 28, 2002	Registered: B03394/2003 Application: 2002 02800
HOT NOT	OR	Hong Kong	May 30, 2003	Registered: B07536 Application: 2002 02799
HOT NOT	OR	Ireland	Feb 25, 2002	Registered: 223870 Application: 2002/00430
HOT NOT	OR	Italy	September 4, 2006 Application Date: Mar 5,	Registered: 1018500 Application: FI2002C000212

			2002	
HOT NOT	OR	Japan	May 23, 2003	Registered: 4675564 Application: 2002 014400
HOT NOT	OR	Korea, Republic of	Dec 24, 2003	Registered: 94978 Application: 4120024046
HOT NOT	OR	Mexico	Mar 24, 2003	Registered: 784613 Application: 588567
HOT NOT	OR	Mexico	Mar 24, 2003	Registered: 784614 Application: 588568
HOT NOT	OR	Mexico	Mar 24, 2003	Registered: 784615 Application: 588569
HOT NOT	OR	New Zealand	Dec 4, 2002	Registered: 669728 Application: 669728
HOT NOT	OR	New Zealand	Feb 25, 2002	Registered: 653002 Application: 653002
HOT NOT	OR	New Zealand	Feb 25, 2002	Registered: 652987 Application: 652987
HOT NOT	OR	Norway	Dec 13, 2002	Registered: 216974 Application: 2002 01635
HOT NOT	OR	Peru	May 22, 2003	Registered: 32365 Application: 173458
HOT NOT	OR	Peru	May 22, 2003	Registered: 32366 Application: 173459
HOT NOT	OR	Peru	May 22, 2003	Registered: 32367 Application: 173460
HOT NOT	OR	Portugal	June 27, 2003	Registered: 362299 Application: 362299
HOT NOT	OR	Spain	June 9, 2004	Registered: 2574169 Application: 2574169
HOT NOT	OR	Spain	May 9, 2003	Registered: 2511047

				Application: 2511047
HOT NOT	OR	Spain	Feb 5, 2003	Registered: 2461698 Application: 2461698
HOT NOT	OR	Sweden	Nov 15, 2002	Registered: 358355 Application: 02-01381
HOT NOT	OR	Switzerland	Feb 22, 2002	Registered: 498891 Application: 01660/2002
HOT NOT	OR	Taiwan	Jan 16, 2003	Registered: 176256 Application: 91007646
HOT NOT	OR	Taiwan	Mar 16, 2003	Registered: 00178871 Application: 91007647
HOT NOT	OR	United Kingdom	Feb 25, 2002	Registered: 2293987 Application: 2293987
HOT NOT	OR	USA	Nov 4, 2003	Registered: 2780373 Application: 76377270
HOT NOT	OR	USA	May 14, 2002	Registered: 2569798 Application: 76/220899
HOT NOT	OR	Venezuela	June 4, 2004	Registered: 01172 Application: 01172
HOT NOT	OR	Venezuela	Application Date: Feb 11, 2003	Application: 01213
HOT NOT	OR	Venezuela	Application Date: Feb 11, 2003	Application: 01214
HOT NOT GOSSIP	OR	Canada	June 21, 2010	Registered: TMA770355 Application: 1414134
YAFRO		Canada	Feb 22, 2006	Registered: 659622 Application: 1200989
YAFRO		European Community	Aug 2, 2005	Registered: 3577863 Application: 3577863

YAFRO	USA	Aug 9, 2005	Registered: 2982981 Application: 78/338233
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