

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/23/2008
CONVEYING PARTY DATA	
Name	Execution Date
EHARMONY.COM	07/23/2008
RECEIVING PARTY DATA	
Name:	eHarmony, Inc.
Street Address:	2401 Colorado Ave, Suite A200
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12287705
CORRESPONDENCE DATA	
Fax Number:	(408)973-2595
Phone:	408-973-2585
Email:	vpula@ip-patent.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Van Pelt, Yi & James LLP
Address Line 1:	10050 N. Foothill Blvd.
Address Line 2:	Suite 200
Address Line 4:	Cupertino, CALIFORNIA 95014
ATTORNEY DOCKET NUMBER:	EHARP001C2
NAME OF SUBMITTER:	Michael J. Schallop
Total Attachments: 11 source=08-5604 eHarmony Merger Filed#page1.tif	

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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 25 2008

DEBRA BOWEN
Secretary of State

Delaware

PAGE 1

*The First State***ENDORSED - FILED**
In the office of the Secretary of State
of the State of California

JUL 24 2008

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"EHARMONY.COM", A CALIFORNIA CORPORATION,

WITH AND INTO "EHARMONY, INC." UNDER THE NAME OF "EHARMONY,
INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF
THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE
TWENTY-THIRD DAY OF JULY, A.D. 2008, AT 5:31 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



4489504 8100M

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You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6750511

DATE: 07-24-08

PATENT
REEL: 026944 FRAME: 0290

AGREEMENT AND PLAN OF MERGER

OF

EHARMONY, INC.
A DELAWARE CORPORATION,

and

EHARMONY.COM
A CALIFORNIA CORPORATION

This Agreement and Plan of Merger dated as of July 23, 2008 (the "Agreement") is between eHarmony.com, a California corporation ("eHarmony-California"), and eHarmony, Inc., a Delaware corporation ("eHarmony-Delaware"). eHarmony-Delaware and eHarmony-California are sometimes referred to in this Agreement as the "Constituent Corporations."

RECITALS

A. eHarmony-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 118,505,625 shares, each having a par value of \$0.0001 per share, of which (i) 90,000,000 are designated "Common Stock," (ii) 14,765,625 are designated "Series A Preferred Stock," and (iii) 13,740,000 are designated "Series B Preferred Stock." As of the date hereof, 100 shares of eHarmony-Delaware Common Stock were issued and outstanding, all of which are held by eHarmony-California, and no shares of Series A Preferred Stock and Series B Preferred Stock were issued and outstanding.

B. eHarmony-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 118,505,625 shares, each having no par value per share, of which (i) 90,000,000 are designated "Common Stock," (ii) 14,765,625 are designated "Series A Preferred Stock," and (iii) 13,740,000 are designated "Series B Preferred Stock." As of the date hereof, 15,003,047 shares of Common Stock, 10,208,238 shares of Series A Preferred Stock and 13,722,840 shares of Series B Preferred Stock were issued and outstanding.

C. The Board of Directors of eHarmony-California has determined that, for the purpose of effecting the reincorporation of eHarmony-California in the State of Delaware, it is advisable and in the best interests of eHarmony-California that eHarmony-California merge with and into eHarmony-Delaware upon the terms and conditions provided in this Agreement.

D. The respective Boards of Directors of eHarmony-Delaware and eHarmony-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

AGREEMENT

In consideration of the mutual agreements and covenants set forth herein, eHarmony-Delaware and eHarmony-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. Merger.

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California Corporations Code, eHarmony-California shall be merged with and into eHarmony-Delaware (the "Merger"), the separate existence of eHarmony-California shall cease and eHarmony-Delaware shall be, and is sometimes referred to below as, the "Surviving Corporation," and, as set forth in the Certificate of Incorporation referenced in Section 2.1 hereof, the name of the Surviving Corporation shall be eHarmony, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective upon completion of the following actions:

(a) Adoption and approval of this Agreement and the Merger by the stockholders of each Constituent Corporation in accordance with the applicable requirements of the Delaware General Corporation Law and the California Corporations Code.

(b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement.

(c) The filing with the Secretary of State of Delaware of an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law.

(d) The filing with the California Secretary of State of an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the California General Corporation Law, as applicable.

The date and time when the Merger becomes effective is referred to in this Agreement as the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of eHarmony-California shall cease and eHarmony-Delaware, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and eHarmony-California's Board of Directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of eHarmony-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of eHarmony-Delaware as constituted immediately prior to the Effective Date of the Merger, and (e) shall succeed, without other transfer, to all of the

debts, liabilities and obligations of eHarmony-California in the same manner as if eHarmony-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

2. Charter Documents, Directors and Officers

2.1 Certificate of Incorporation. The Certificate of Incorporation of eHarmony-Delaware, as in effect immediately prior to the Effective Date of the Merger, shall be the Certificate of Incorporation of eHarmony-Delaware on the Effective Date of the Merger.

2.2 Bylaws. The Bylaws of eHarmony-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of eHarmony-Delaware immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

3. Manner of Conversion of Stock

3.1 eHarmony-California Common Stock. Upon the Effective Date of the Merger, each one share of eHarmony-California Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such share or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.0001 par value, of the Surviving Corporation.

3.2 eHarmony-California Preferred Stock. Upon the Effective Date of the Merger, by virtue of the Merger and without any action by the Constituent Corporations, the holder of any such shares or any other person, each (i) one share of eHarmony-California Series A Preferred Stock issued and outstanding immediately prior thereto shall be converted into and exchanged for one fully paid and nonassessable share of Series A Preferred Stock, \$0.0001 par value, of the Surviving Corporation, and (ii) one share of eHarmony-California Series B Preferred Stock issued and outstanding immediately prior thereto shall be converted into and exchanged for one fully paid and nonassessable share of Series B Preferred Stock, \$0.0001 par value, of the Surviving Corporation.

3.3 eHarmony-California Options, Stock Purchase Rights, and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of eHarmony-California under eHarmony-

California's 2000 Stock Option Plan, as amended, and all other employee benefit plans of eHarmony-California. Each outstanding and unexercised option, and all other rights to purchase, or securities convertible into, eHarmony-California Common Stock or Preferred Stock (a "Right") shall become an option, right to purchase, or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock, as applicable, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock for each one share of eHarmony-California Common Stock or Preferred Stock, as applicable, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such eHarmony-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to eHarmony-California Common Stock or Preferred Stock. Such Common Stock and Preferred Stock is subject to paragraph 3.1 and 3.2 hereof, respectively.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise or conversion of Rights at least equal to the number of shares of eHarmony-California Common Stock and Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

No "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 eHarmony-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.0001 par value, of eHarmony-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by eHarmony-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of eHarmony-California Common Stock or eHarmony-California Series A Preferred Stock or eHarmony-California Series B Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of eHarmony-California capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of eHarmony-California capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the

Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of eHarmony-California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

4. General

4.1 Covenants of eHarmony-Delaware. eHarmony-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger, to the extent required by California tax or corporate law:

(a) Qualify to do business as a foreign corporation in the State of California and irrevocably appoint an agent for service of process as required under the provisions of the California Corporations Code;

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by eHarmony-Delaware of all of the franchise tax liabilities of eHarmony-California; and

(c) Take such other actions as may be required by the California Corporations Code.

4.2 Further Assurances. From time to time, as and when required by eHarmony-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of eHarmony-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by eHarmony-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of eHarmony-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of eHarmony-Delaware are fully authorized in the name and on behalf of eHarmony-California or

otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either eHarmony-California or eHarmony-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of eHarmony-California or by the sole stockholder of eHarmony-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series of capital stock of such Constituent Corporation.

4.5 Registered Office. The address of the Surviving Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware, 19808. The name of its registered agent at such address is Corporation Service Company.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 888 East Walnut Street, Second Floor, Pasadena CA 91101 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

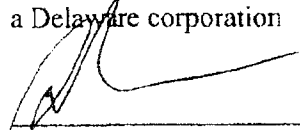
4.7 Governing Law; Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the courts of the state and federal courts of Los Angeles County, California.

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page Follows]

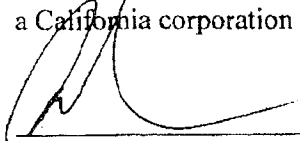
The undersigned authorized representatives of the Constituent Corporations have executed and acknowledged this Agreement as of the date first set forth above.

EHARMONY, INC.
a Delaware corporation



Antone Johnson
Secretary and Vice President, Legal Affairs

EHARMONY.COM
a California corporation



Antone Johnson
Secretary and Vice President, Legal Affairs

EHARMONY, INC.
A Delaware corporation

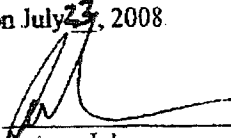
Officers' Certificate of Approval of Merger

The undersigned, Antone Johnson, does hereby certify that:

1. He is Secretary and Vice President, Legal Affairs of eHarmony, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The Agreement and Plan of Merger (the "Agreement") was duly approved by the Board of Directors and stockholders of the Corporation.
3. There are one hundred (100) shares of Common Stock outstanding and entitled to vote on the Agreement. There are no shares of Preferred Stock outstanding.
4. The principal terms of the Agreement were approved by the stockholders of the Corporation by the vote of a number of the shares of Common Stock which equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock.

The undersigned declares under penalty of perjury under the laws of the States of California and Delaware that the matters set forth in this certificate are true and correct of my own knowledge

Executed in Pasadena, California, on July ~~23~~, 2008.



Antone Johnson
Secretary and Vice President, Legal Affairs

EHARMONY.COM
A California corporation

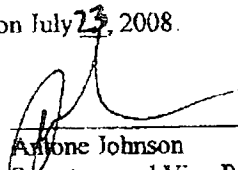
Officers' Certificate of Approval of Merger

The undersigned, Antone Johnson, does hereby certify that:

1. He is the Secretary and Vice President, Legal Affairs of eHarmony.com, a corporation organized under the laws of the State of California (the "Corporation").
2. The Agreement and Plan of Merger (the "Agreement") was duly approved by the Board of Directors and shareholders of the Corporation.
3. The Corporation has two authorized classes of shares outstanding, designated as Common Stock and Preferred Stock. The total number of outstanding shares of Common Stock of the Corporation outstanding and entitled to vote upon the Merger was 15,003,047 shares, and the total number of outstanding shares of Preferred Stock of the Corporation entitled to vote on the Merger was 23,931,078 shares.
4. The principal terms of the Agreement were approved by the shareholders of the Corporation by the vote of a number of the shares of Common Stock and Preferred Stock which equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock and more than 50% of the outstanding shares of Preferred Stock, each voting as a separate class, and more than 50% of the outstanding shares of capital stock.

The undersigned declares under penalty of perjury under the laws of the States of California and Delaware that the matters set forth in this certificate are true and correct of my own knowledge.

Executed in Pasadena, California, on July 23, 2008.


Antone Johnson
Secretary and Vice President, Legal Affairs

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