

02-26-1999



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1 document or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Silicon Valley Bank

- Individual(s)
- General Partnership
- Corporation-State California
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: September 26, 1997

2. Name and address of receiving party(ies)

Name: Electric Classifieds, Inc.

Internal Address: Suite 102

Street Address: 340 Brannan Street

City: San Francisco State: CA ZIP: 94107

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule "A".

B. Trademark Registration No.(s)

See attached Schedule "B".

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey C. Katz, Esq.

Internal Address: DAVIS & GILBERT LLP

Street Address: 1740 Broadway

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey C. Katz, Esq.  
Name of Person Signing

*Jeffrey C. Katz*  
Signature

2-23-99  
Date

Total number of pages including cover sheet, attachments, and document: 10

**Schedule "A"**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
Miscellaneous Design	75/144332	August 5, 1996

**Schedule "B"**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
WE MET ON THE NET	2,085,656	August 5, 1997
MATCH.COM	2,088,545	August 19, 1997
MIX 'N MATCH	2,157,015	May 12, 1998

**RELEASE OF LIENS**

Silicon Valley Bank hereby releases all of its right, title and interest, security interests, liens, encumbrances, charges or other claims in, upon or to each and every item of property, real or personal, tangible or intangible, described on Exhibit A attached hereto.

Silicon Valley Bank hereby agrees to execute and deliver such other documents, instruments, releases, financing statement terminations, or other agreements reasonably requested by Electric Classifieds, Inc., CUC International Inc. or Match Acquisition, Inc. to further effectuate the releases contemplated hereby.

This Release of Liens shall inure to the benefit of, and be enforceable by CUC International Inc. and Match Acquisition, Inc., both of which shall be an intended third party beneficiary hereof.

Dated: September 26, 1997

Silicon Valley Bank

By: 

Name: JOHN D. CHINA

Title: VICE PRESIDENT

LC972600.125/1+

EXHIBIT A

DEBTOR: ELECTRIC CLASSIFIEDS, INC.

SECURED PARTY: SILICON VALLEY BANK

COLLATERAL BEING RELEASED:

(a) Personal Property and Equipment

- (1) CPU/Memory Board - Serial Number 5012976032993;
- (2) 256MB Ecc Memory Exp - Not Installed;
- (3) Exabyte 8505XL Dat Drive - Serial Number 9608229488;
- (4) Sun Ultra 2 - Serial Number 626F2a4f;
- (5) 128MB RAM - Serial Number Inside Server.
- (6) Spare Storage Array - Serial Number 616P118C;
- (7) Exabyte 8505XL Dat Drive - Serial Number 917261185;
- (8) ATX Mid-Tower - Serial Number 77PDV;

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- (9) Monitor - Serial Number 04036A2SCS 46;
- (10) Mouse - Serial Number 01152472;
- (11) Laptop - Serial Number 63002969;
- (12) PCMCIA Modem 28.8 - Serial Number 104C1BN64056;
- (13) Monitor (17") - Serial Number J970476128;
- (14) Keyboard;
- (15) Mouse;
- (16) Monitor - Serial Number J861517287;
- (17) Monitor - Serial Number 8175593;
- (18) Monitor (17") - Serial Number J861517092;

and any other goods and equipment, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, additions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located as related exclusively to Match.Com.

(b) All inventory, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in progress and finished products including such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Debtor's Books relating to any of the foregoing as related exclusively to Match.Com.

(c) Transferred Trademarks

- (1) We Met on the Net;
- (2) Mix n' Match;
- (3) Match.Com;
- (4) Match.Com Radiant Heart Design;

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and all contract rights and general intangibles including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind as related exclusively to Match.Com.

(d) Co-Marketing Agreements with:

1. Channel A dated July 14, 1997;
2. Concentric, Inc. dated March 27, 1997;
3. Cybertown dated October 1, 1996;
4. Digital City, Inc. dated October 1, 1996;
5. World Village dated August 12, 1996;
6. Latino Link dated April 30, 1996;
7. NetNoir dated April 25, 1996;
8. Prodigy Services Corporation dated November 11, 1996;
9. Third Age Media dated May 15, 1997;
10. Thrive Partners dated August 15, 1996;
11. Weider Publications, Inc. dated January 10, 1997;
12. Graphix Zone (Wilma) dated August 8, 1996; and
13. Wire Networks, Inc. dated August 9, 1996.

Other Agreements:

1. Letter Agreement by and among the Company and Four 11 Corporation dated April 15, 1997;
2. Content License and Co-Branded Area Agreement by and among the Company and Excite, Inc. dated April 25, 1997;
3. Promotion Agreement by and among the Company and Who Where? Inc. dated May 19, 1997;
4. Master Lease Agreement, dated January 10, 1995, by and among Comdisco and the Company;
5. Virtual Store Agreement by and among the Company and Internet Strategy dated January 9, 1997;
6. Representation Agreement by and among the Company and Katz Millennium Marketing Inc. dated June 20, 1997;
7. Narrowline in Previews Netcaster Agreement dated April 22, 1997;
8. Private Communications Corporation Host Site Agreement with Match.Com by and among the Company and Private Communications Corporation dated August 4, 1997;

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10. Content Development and License Agreement by and among the Company and Songline Studios, Inc. dated January 30, 1997;
11. Agreement by and among the Company and Trish McDermott;

and all now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Debtor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor and Debtor's Books relating to any of the foregoing as related exclusively to Match.Com.

(e) N/A

(f) All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information; all mask work or similar rights available for the protection of semiconductor chips; all claims for damages by way of any past, present and future infringement of any of the foregoing as related exclusively to Match.Com.

(g) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof as related exclusively to Match.Com.

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