

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
Spark Networks Limited		12/31/2010	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Spark Networks USA, LLC
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	2608475	AMERICAN SINGLES
Registration Number:	2420967	JDATE
Registration Number:	3227590	JMAG
Registration Number:	3278986	JDATING
Registration Number:	3278992	JDATER
Registration Number:	3447429	JDATE
Registration Number:	3749071	PRODUCT OF JDATE
Registration Number:	3780800	BUILDING THE JEWISH COMMUNITY FOR OVER A DECADE
Registration Number:	3786158	JDATE MOBILE
Registration Number:	3817612	JDATETV
Registration Number:	3134171	SPARK NETWORKS
Registration Number:	3079066	SPARK NETWORKS
Registration Number:	2267411	WHERE PEOPLE CONNECT

OP \$1540.00 2608475

Registration Number:	2314122	JUSTPLAY!
Registration Number:	2867879	
Registration Number:	3059492	CLICK!
Registration Number:	3059493	CLICK?
Registration Number:	2920951	HELPING PEOPLE CLICK
Registration Number:	2959887	LOVE, INTERNET STYLE
Registration Number:	3116911	WHERE IT HAPPENS
Registration Number:	3818300	IGNITE YOUR POSSIBILITIES
Registration Number:	3818299	IGNITING RELATIONSHIPS
Registration Number:	3035752	SPARK
Registration Number:	3248149	SPARK
Registration Number:	3095494	LDS MINGLE
Registration Number:	3095493	JEWISH MINGLE
Registration Number:	3095492	BBW PERSONALS PLUS
Registration Number:	3095495	MILITARY SINGLES CONNECTION
Registration Number:	3144772	SINGLE PARENTS MINGLE
Registration Number:	2875134	CUPIDNET.COM
Registration Number:	3006382	COLLEGELUV
Registration Number:	2856940	COLLEGE LOVE
Registration Number:	2764994	FACEPAGE
Registration Number:	2772879	FACELINK
Registration Number:	2544110	FACELINK
Registration Number:	2544109	FACELINK
Registration Number:	2893713	FACEPAGE
Registration Number:	2445788	MATCHNET
Registration Number:	2853581	BLACKSINGLES.COM
Registration Number:	3113668	BLACKSINGLES CONNECTION
Registration Number:	2940052	CHRISTIANMINGLE
Registration Number:	3251142	RELATIONSHIPS.COM
Registration Number:	3191053	LDSSINGLES.COM
Registration Number:	2596300	LDS SINGLES ONLINE
Registration Number:	2536391	LDSSO
Registration Number:	3777966	MORE TO LOVE
Registration Number:	3053126	SILVER SINGLES
Registration Number:	2326318	PEOPLE YOU CLICK WITH

TRADEMARK

REEL: 004449 FRAME: 0661

Registration Number:	2374811	SUREMATCH
Registration Number:	2730091	DATEMATE
Registration Number:	3112462	COMPASS
Registration Number:	3118311	REVEALED MATCHING
Registration Number:	3461757	FIRST GLANCES. SECOND CHANCES.
Serial Number:	77824899	WHO'S SEARCHING FOR YOU ?
Serial Number:	77824863	DON'T ATONE ALONE
Serial Number:	77919510	JREWARDS
Serial Number:	77911292	JBLOG
Serial Number:	77911271	JBABY
Serial Number:	85095265	A FUN SITE FOR SERIOUS DATERS
Serial Number:	85044256	JEWPON
Serial Number:	85140262	SINGLESENIORSMEET

CORRESPONDENCE DATA

Fax Number: (202)429-3902
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: +12024293000
Email: cgibson@steptoe.com
Correspondent Name: Christopher Gibson, Alfred Mamlet
Address Line 1: 1330 Connecticut Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Christopher Gibson
Signature:	/Christopher Gibson/
Date:	01/10/2011

Total Attachments: 20

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TRADEMARK

REEL: 004449 FRAME: 0662

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DATED 31 DECEMBER 2010

TRADEMARK ASSIGNMENT

between

SPARK NETWORKS LIMITED

and

SPARK NETWORKS USA, LLC

U.S. TRADEMARKS

Step toe & Johnson
99 Gresham Street
London
EC2V 7NG
www.step toe.com

THIS TRADEMARK ASSIGNMENT and DEED is dated 31 December 2010

PARTIES

- (1) **SPARK NETWORKS LIMITED** a private company incorporated and registered in England and Wales with company number 03628907 whose registered office is at 99 Gresham Street, London, EC2V 7NG (Transferor).
- (2) **SPARK NETWORKS USA, LLC** a Delaware limited liability company whose registered office is at 2711 Centerville Road, Suite 400, New Castle County, Wilmington, Delaware 19808 (Transferee).

BACKGROUND

- (A) WHEREAS, Transferor and Transferee have entered into an Exchange Agreement ("Exchange Agreement") dated 31 December, 2010, in which Transferor has agreed to transfer to Transferee, in exchange for the ordinary share capital of Transferee provided for in the Exchange Agreement, the material part of Transferor's Business (together with the Transferred Assets) as a going concern, all subject to and on the terms and conditions set forth in the Exchange Agreement;
- (B) WHEREAS, Transferor (i) is the common law proprietor, (ii) has registered, or (iii) has applied for the registration of those certain trademarks and/or service marks listed in Schedule A attached hereto and made a part hereof (collectively, the "Marks"), which have been allocated to Transferor's US branch;
- (C) WHEREAS, it is Transferor's intention to assign and transfer to Transferee all of its right, title and interest in and to the Marks;
- (D) WHEREAS, Transferee desires to acquire all of Transferor's right, title and interest in and to the Marks;

NOW THEREFORE, in consideration of the covenants made herein and in the Exchange Agreement, and for good and valuable consideration as provided for in the Exchange Agreement, the receipt and sufficiency of which is hereby acknowledged, Transferor and Transferee agree as follows:

AGREED TERMS

1. **INTERPRETATION AND INCORPORATION BY REFERENCE**
 - 1.1 The terms and provisions of the Exchange Agreement, including the definitions and rules of interpretation set forth in clause 1 of the Exchange Agreement, are hereby incorporated by reference herein, except that in the event there is a conflict between this Trademark Assignment and the Exchange Agreement, the relevant terms and conditions of this Trademark Assignment shall control.

2. ASSIGNMENT OF TRADEMARKS

Transferor hereby transfers, assigns, and otherwise conveys to Transferee all right, title, interest and goodwill in, to or associated with the Marks, including all common law rights together with the goodwill of the business relating to the goods and services in respect of which the Marks have been used, all rights to proceeds of the foregoing, including, without limitation, any claim by Transferor against third parties for past, present, or future infringement of the Marks, and any unregistered or registered Intellectual Property Rights based on or in any way related to the Marks.

3. CONSIDERATION

3.1 In consideration of Transferor's transfer and assignment of the Marks, Transferee agrees to the covenants made herein and to the Exchange Consideration provided for in clause 5.1 of the Exchange Agreement.

4. EFFECTUATE TRANSFER

4.1 Transferor hereby agrees to execute, do and perform such other documents, acts and things as Transferee may reasonably request to give effect to the foregoing, including but not limited to the execution all documents and instruments as may be reasonably necessary, and at Transferee's expense, to perfect Transferee's rights, title, and interest in and to the Marks.

4.2 Transferor hereby authorizes and requests the USPTO to issue the certificate of registration in respect of any trademark applications for the Marks to Transferee for its sole use, and for the use of its legal representatives and assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Transferor had this assignment not been made.

5. WARRANTIES

5.1 Transferor warrants and represents to Transferee that Transferor has good, marketable and unencumbered rights in the Marks.

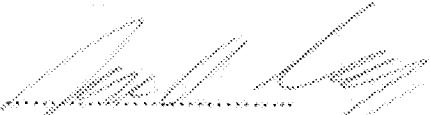
5.2 Transferor and Transferee warrant and represent that each has full power and is duly authorized and capable of entering into this Trademark Assignment.

6. GENERAL

6.1 Governing Law: This Trademark Assignment will be construed in accordance with and governed by the laws of the United States of America, without giving effect to conflict of law principles found in federal or state law.

This Trademark Assignment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

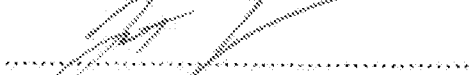
Executed as a deed by **SPARK NETWORKS LIMITED**
acting by


.....
[SIGNATURE OF DIRECTOR]

Director

Joshua A. Kreinberg
.....

[NAME OF DIRECTOR], a director, in the presence of:

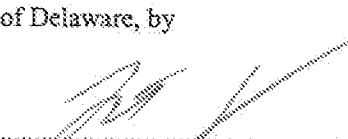

.....
[SIGNATURE OF WITNESS]

Brett Zane
.....

[NAME, ADDRESS, OCCUPATION OF WITNESS]

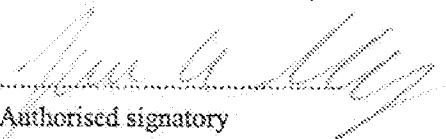
8 Park Lane
Reading, G1 1 1
CFD
.....

Signed as a deed on behalf of **SPARK NETWORKS USA, LLC**, a company registered in the state of Delaware, by


.....
Authorised signatory

Brett Zane *Joshua A. Kreinberg*
.....

NAMES OF PERSONS SIGNING, being persons who, in accordance with the laws of that territory, are acting under the authority of the company

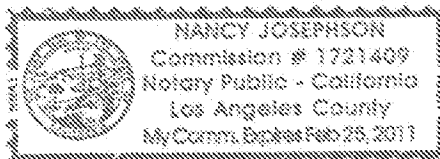

.....
Authorised signatory

State of Ca)

County of Los Angeles) S.S.

Before me this 27 day of Dec, 2010, personally appeared Joshua A. Krasenberg
Brett Zane, to me
known to be the person who is described in and who signed the foregoing Assignment and
acknowledged to me that he signed the same of his own free will for the purpose therein expressed.


Nancy Josephson
Notary Public (seal)



SCHEDULE A

UNITED STATES
TRADEMARK MARK
REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Class	Regis. No	Regis. Date	Renewal (10 yrs. after regis.)
American Singles	42	2,608,475	20-Aug-02	20-Aug-12
JDate	42	2,420,967	16-Jan-01	16-Jan-11
JMag	41	3227590	10-Apr-07	10-Apr-17
JDATING	45	3278986	14-Aug-07	14-Aug-17
JDATER	45	3278992	14-Aug-07	14-Aug-17
JDATE (LOGO) 	45	3447429	17-Jun-08	17-Jun-18
PRODUCT OF JDATE	45	3749071	16-Feb-10	16-Feb-20
Building the Jewish Community for Over a Decade	45	3780800	27-Apr-10	27-Apr-20
JDATE MOBILE	45	3786158	4-May-10	4-May-20
JDATE TV	41	3817612	13-Jul-10	13-Jul-20
Spark Networks (word)	45	3,134,171	22-Aug-06	22-Aug-16
Spark Networks (design)	45	3,079,066	11-Apr-06	11-Apr-16
WHERE PEOPLE CONNECT	42	2267411	3-Aug-99	3-Aug-19

AB/LC81264.0021/452865v1

JUSTPLAY!	42	2314122	1-Feb-00	1-Feb-20
Heart Shape Motif (link)	45	2,867,879	27-Jul-04	27-Jul-14
<i>Click!</i>	45	3,059,492	14-Feb-06	14-Feb-16
<i>Click?</i>	45	3,059,493	14-Feb-06	14-Feb-16
HELPING PEOPLE CLICK	45	2,920,951	25-Jan-05	25-Jan-15
LOVE, INTERNET STYLE	45	2,959,887	7-Jun-05	7-Jun-15
WHERE IT HAPPENS	45	3,116,911	18-Jul-06	18-Jul-16
IGNITE YOUR POSSIBILITIES	45	3,818,300	13-Jul-10	13-Jul-20
IGNITING RELATIONSHIPS	45	3,818,299	13-Jul-10	13-Jul-20
SPARK (design)	45	3035752	27-Dec-05	27-Dec-15
SPARK (word)	45	3248149	29-May-07	29-May-17
LDS Mingle	45	3,095,494	23-May-06	23-May-16
Jewish Mingle	45	3,095,493	23-May-06	23-May-16
BBW Personals Plus	45	3,095,492	23-May-06	23-May-16
Military Singles Connection	45	3,095,495	23-May-06	23-May-16
Single Parents Mingle	45	3,144,772	19-Sep-06	19-Sep-16
CUPIDNET.COM	42	2,875,134	17-Aug-04	17-Aug-14

AB/LC/81264.0021/452865v1

Collegeluv	45	3,006,382	11-Oct-05	11-Oct-15
College Love	45	2,856,940	22-Jun-04	22-Jun-14
Facepage	42	2764994	16-Sep-03	16-Sep-13
Facelink	35	2772879	14-Oct-03	14-Oct-13
Facelink	38	2544110	5-Mar-02	5-Mar-12
Facelink	42	2544109	5-Mar-02	5-Mar-12
Facepage	35	2893713	12-Oct-04	12-Oct-14
MatchNet	42	2,445,788	24-Apr-01	24-Apr-11
BlackSingles.com	45	2853581	15-Jun-04	15-Jun-14
BLACKSINGLES CONNECTION	45	3113688	11-Jul-06	11-Jul-16
CHRISTIANMINGLE	45	2940052	12-Apr-05	12-Apr-15
Relationships.com design	45	3251142	12-Jun-07	12-Jun-17
LDSSINGLES.COM	45	3191053	2-Jan-07	2-Jan-17
LDS SINGLES ONLINE	42	2596300	N/A	N/A
LDSSO	42	2536391	5-Feb-02	5-Feb-12
MORE TO LOVE	45	377966	20-Apr-10	20-Apr-20
Silver Singles	45	3053126	31-Jan-06	31-Jan-16

PEOPLE YOU CLICK WITH	42	2326318	07-Mar-00	7-Mar-20
SUREMATCH	42	2374811	08-Aug-00	8-Aug-20
DATEMATE	42	2730091	24-Jun-03	24-Jun-13
COMPASS	45	3112462	04-Jul-06	4-Jul-16
REVEALED MATCHING	45	3118311	18-Jul-06	18-Jul-16
first glances. second chances	45	3461767	8-Jul-08	8-Jul-18

Trademark Applications

Mark	Class	Serial No.	STATUS
WHO'S SEARCHING FOR YOU?	45	77824899	Letter of Suspension Issued Due to Conflicting Application (Response due 12-15-2010)
DON'T ATONE ALONE	45	77824863	Notice of Allowance Issued (SOU deadline 12-27-2010)
JRewards	35 & 45	77919510	Office Action Issued re Alternative Specimen (Response due 11-30-2010)
JBlog	45	77911292	Office Action Issued re Alternative Specimen (Response due 11-30-2010)
JBaby	45	77911271	Office Action Issued re Alternative Specimen (Response due 11-30-2010)
A Fun Site for Serious Daters	45	85095265	Published for Opposition (10-12-2010)
Jewpon	45	85044286	Office Action Issued re Alternative Specimen (Response due 3-2-2011)
SINGLESENIORSMEET	45	85140262	New Application Processing (Filed 10-1-2010)

Believe.com	45		TO BE FILED
Believe.com (Logo)	45		TO BE FILED

END OF SCHEDULE A

DUPLICATE – UNSIGNED VERSION FOR CLARITY PURPOSES IN CASE SCANNED
VERSION IS NOT CLEAR

DATED 31 DECEMBER 2010

TRADEMARK ASSIGNMENT

between

SPARK NETWORKS LIMITED

and

SPARK NETWORKS USA, LLC

U.S. TRADEMARKS

Step toe & Johnson
99 Gresham Street
London
EC2V 7NG
www.step toe.com

DUPLICATE – UNSIGNED VERSION FOR CLARITY PURPOSES IN CASE SCANNED
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THIS TRADEMARK ASSIGNMENT and DEED is dated 31 December 2010

PARTIES

- (1) **SPARK NETWORKS LIMITED** a private company incorporated and registered in England and Wales with company number 03628907 whose registered office is at 99 Gresham Street, London, EC2V 7NG (**Transferor**).
- (2) **SPARK NETWORKS USA, LLC** a Delaware limited liability company whose registered office is at 2711 Centerville Road, Suite 400, New Castle County, Wilmington, Delaware 19808 (**Transferee**).

BACKGROUND

- (A) **WIHEREAS**, Transferor and Transferee have entered into an Exchange Agreement (“**Exchange Agreement**”) dated 31 December, 2010, in which Transferor has agreed to transfer to Transferee, in exchange for the ordinary share capital of Transferee provided for in the Exchange Agreement, the material part of Transferor’s Business (together with the Transferred Assets) as a going concern, all subject to and on the terms and conditions set forth in the Exchange Agreement;
- (B) **WHEREAS**, Transferor (i) is the common law proprietor, (ii) has registered, or (iii) has applied for the registration of those certain trademarks and/or service marks listed in Schedule A attached hereto and made a part hereof (collectively, the “**Marks**”), which have been allocated to Transferor’s US branch;
- (C) **WHEREAS**, it is Transferor’s intention to assign and transfer to Transferee all of its right, title and interest in and to the Marks;
- (D) **WHEREAS**, Transferee desires to acquire all of Transferor’s right, title and interest in and to the Marks;

NOW **THEREFORE**, in consideration of the covenants made herein and in the Exchange Agreement, and for good and valuable consideration as provided for in the Exchange Agreement, the receipt and sufficiency of which is hereby acknowledged, Transferor and Transferee agree as follows:

AGREED TERMS

1. INTERPRETATION AND INCORPORATION BY REFERENCE

- 1.1 The terms and provisions of the Exchange Agreement, including the definitions and rules of interpretation set forth in clause 1 of the Exchange Agreement, are hereby incorporated by reference herein, except that in the event there is a conflict between this Trademark Assignment and the Exchange Agreement, the relevant terms and conditions of this Trademark Assignment shall control.

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Transferor hereby transfers, assigns, and otherwise conveys to Transferee all right, title, interest and goodwill in, to or associated with the Marks, including all common law rights together with the goodwill of the business relating to the goods and services in respect of which the Marks have been used, all rights to proceeds of the foregoing, including, without limitation, any claim by Transferor against third parties for past, present, or future infringement of the Marks, and any unregistered or registered Intellectual Property Rights based on or in any way related to the Marks.

3. CONSIDERATION

3.1 In consideration of Transferor's transfer and assignment of the Marks, Transferee agrees to the covenants made herein and to the Exchange Consideration provided for in clause 5.1 of the Exchange Agreement.

4. EFFECTUATE TRANSFER

4.1 Transferor hereby agrees to execute, do and perform such other documents, acts and things as Transferee may reasonably request to give effect to the foregoing, including but not limited to the execution all documents and instruments as may be reasonably necessary, and at Transferee's expense, to perfect Transferee's rights, title, and interest in and to the Marks.

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6.1 Governing Law: This Trademark Assignment will be construed in accordance with and governed by the laws of the United States of America, without giving effect to conflict of law principles found in federal or state law.

DUPLICATE – UNSIGNED VERSION FOR CLARITY PURPOSES IN CASE SCANNED
VERSION IS NOT CLEAR

This Trademark Assignment has been executed as a deed and is delivered and takes effect on the date
stated at the beginning of it.

Executed as a deed by **SPARK NETWORKS LIMITED**
acting by

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[NAME OF DIRECTOR], a director, in the presence of:

.....
[SIGNATURE OF WITNESS]

.....
[NAME, ADDRESS, OCCUPATION OF WITNESS]

.....
.....

Signed as a deed on behalf of **SPARK NETWORKS USA, LLC**, a company registered in the state
of Delaware, by

.....
Authorised signatory

.....
NAMES OF PERSON SIGNING, being persons who, in accordance with the laws of that territory,
are acting under the authority of the company

.....
Authorised signatory

DUPLICATE – UNSIGNED VERSION FOR CLARITY PURPOSES IN CASE SCANNED
VERSION IS NOT CLEAR

State of)
) S.S.
County of)

Before me this __ day of _____, 20____, personally appeared _____, to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged to me that he signed the same of his own free will for the purpose therein expressed.

Notary Public (seal)

SCHEDULE A

UNITED STATES
TRADEMARK MARK
REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Class	Regis. No	Regis. Date	Renewal (10 yrs. after regis.)
American Singles	42	2,608,475	20-Aug-02	20-Aug-12
JDate	42	2,420,967	16-Jan-01	16-Jan-11
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Spark Networks (word)	45	3,134,171	22-Aug-06	22-Aug-16
Spark Networks (design)	45	3,079,066	11-Apr-06	11-Apr-16
WHERE PEOPLE CONNECT	42	2267411	3-Aug-99	3-Aug-19

DUPLICATE – UNSIGNED VERSION FOR CLARITY PURPOSES IN CASE SCANNED
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<i>Click!</i>	45	3,059,492	14-Feb-06	14-Feb-16
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IGNITING RELATIONSHIPS	45	3,818,299	13-Jul-10	13-Jul-20
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LDS Mingle	45	3,095,494	23-May-06	23-May-16
Jewish Mingle	45	3,095,493	23-May-06	23-May-16
BBW Personals Plus	45	3,095,492	23-May-06	23-May-16
Military Singles Connection	45	3,095,495	23-May-06	23-May-16
Single Parents Mingle	45	3,144,772	19-Sep-06	19-Sep-16
CUPIDNET.COM	42	2,875,134	17-Aug-04	17-Aug-14

AB/LC/81264.0021/452865v1

DUPLICATE – UNSIGNED VERSION FOR CLARITY PURPOSES IN CASE SCANNED
VERSION IS NOT CLEAR

Collegeluv	45	3,006,382	11-Oct-05	11-Oct-15
College Love	45	2,856,940	22-Jun-04	22-Jun-14
Facepage	42	2764994	16-Sep-03	16-Sep-13
Facelink	35	2772879	14-Oct-03	14-Oct-13
Facelink	38	2544110	5-Mar-02	5-Mar-12
Facelink	42	2544109	5-Mar-02	5-Mar-12
Facepage	35	2893713	12-Oct-04	12-Oct-14
MatchNet	42	2,445,788	24-Apr-01	24-Apr-11
BlackSingles.com	45	2853581	15-Jun-04	15-Jun-14
BLACKSINGLES CONNECTION	45	3113668	11-Jul-06	11-Jul-16
CHRISTIANMINGLE	45	2940052	12-Apr-05	12-Apr-15
Relationships.com design	45	3251142	12-Jun-07	12-Jun-17
LDSSINGLES.COM	45	3191053	2-Jan-07	2-Jan-17
LDS SINGLES ONLINE	42	2596300	N/A	N/A
LDSSO	42	2536391	5-Feb-02	5-Feb-12
MORE TO LOVE	45	377966	20-Apr-10	20-Apr-20
Silver Singles	45	3053126	31-Jan-06	31-Jan-16

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PEOPLE YOU CLICK WITH	42	2326318	07-Mar-00	7-Mar-20
SUREMATCH	42	2374811	08-Aug-00	8-Aug-20
DATEMATE	42	2730091	24-Jun-03	24-Jun-13
COMPASS	45	3112462	04-Jul-06	4-Jul-16
REVEALED MATCHING	45	3118311	18-Jul-06	18-Jul-16
first glances. second chances	45	3461757	8-Jul-08	8-Jul-18

Trademark Applications

Mark	Class	Serial No.	STATUS
WHO'S SEARCHING FOR YOU?	45	77824899	Letter of Suspension Issued Due to Conflicting Application (Response due 12-15-2010)
DON'T ATONE ALONE	45	77824863	Notice of Allowance Issued (SOU deadline 12-27-2010)
JRewards	35 & 45	77919510	Office Action Issued re Alternative Specimen (Response due 11-30-2010)
JBlog	45	77911292	Office Action Issued re Alternative Specimen (Response due 11-30-2010)
JBaby	45	77911271	Office Action Issued re Alternative Specimen (Response due 11-30-2010)
A Fun Site for Serious Daters	45	85095265	Published for Opposition (10-12-2010)
Jewpon	45	85044256	Office Action Issued re Alternative Specimen (Response due 3-2-2011)
SINGLESENIORSMEET	45	85140262	New Application Processing (Filed 10-1-2010)

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Believe.com	45		TO BE FILED
Believe.com (Logo)	45		TO BE FILED

END OF SCHEDULE A
