

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322935

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spark Networks Limited		11/11/2014	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spark Networks USA, LLC		
<b>Street Address:</b>	11150 Santa Monica Blvd.		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3993989	JBLOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4242391882		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4242391890		
<b>Email:</b>	vfu@lkpgl.com		
<b>Correspondent Name:</b>	Victor T. Fu		
<b>Address Line 1:</b>	1901 Avenue of the Stars		
<b>Address Line 2:</b>	Suite 480		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Victor T. Fu		
<b>SIGNATURE:</b>	/Victor T. Fu/		
<b>DATE SIGNED:</b>	11/11/2014		
<b>Total Attachments: 3</b>			
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source=Assignment from Spark Ltd to Spark USA (JBLOG logo)#page3.tif			

OP \$40.00 3993989

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into by and between Spark Networks Limited, an English private limited company ("Assignor"), as assignor, in favor of Spark Networks USA, LLC, a Delaware limited liability company, having its principal place of business at 11150 Santa Monica Boulevard, Suite 600, Los Angeles, CA 90025 ("Assignee"), as assignee.

WHEREAS, Assignor is record owner of that certain trademark registration as shown on the attached Schedule A (the "Marks"), and the sole and exclusive owner of all business goodwill related thereto; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in, to and under the Marks, and the applications and registrations and related rights thereof, together with the goodwill of the business in connection with which the Marks are used and that is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee all its right, title and interest, whether statutory or at common law, in, to and under the Marks and all applications and registrations thereof, together with the goodwill of the business in which the Marks are used and symbolized by the Marks in all countries throughout the world, together with all rights and privileges granted and secured thereby and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, including without limitation all registration rights with respect thereto and renewals therefore, all rights to prepare derivative marks, the right to sue and recover, either at law or in equity, for any past, present and future infringement (and the right to receive and retain the proceeds relating to those infringements), said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor has the right, power and authority to enter into this Assignment; (ii) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Marks and has used the Marks; (iii) The Marks are free of any liens, security interests, encumbrances or licenses; (iv) the Marks do not infringe the rights of any person or entity; (v) there are no claims, pending or threatened, with respect to Assignor's rights in the Marks; (vi) this Assignment is valid, binding and enforceable in accordance with its terms; and (vii) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

3. Amendment. This Assignment may only be amended, modified or supplemented by a writing signed by duly authorized representatives of both parties.

4. Severability. If any part of this Assignment is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same effect and intent as the original provision and the remainder of this Assignment will remain in full force.

5. Further Actions. Assignor agrees to execute and deliver all papers, instruments and assignments and to perform such other reasonable acts as Assignee may deem necessary to secure to Assignee the rights herein assigned and/or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor further expressly agrees that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Assignee in the United States Patent and Trademark Office.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed and delivered by each of them (or their officers duly authorized) as of this 11<sup>th</sup> day of November 2014.

**SPARK NETWORKS LIMITED**

By: \_\_\_\_\_  
Name: Mark Zare  
Title: CEO

IN WITNESS WHEREOF, Assignee accepts this Trademark Assignment Agreement, which has been executed and delivered as of this 11<sup>th</sup> day of November 2014.

**SPARK NETWORKS USA, LLC**

By: \_\_\_\_\_  
Name: Mark Zare  
Title: CEO

SCHEDULE A

TRADEMARK REGISTRATION

MARK	COUNTRY	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
JBLOG (Logo)	United States	85/203436	3993989	July 12, 2011