Use these links to rapidly review the document
Table of contents

Table of Contents

As filed with the Securities and Exchange Commission on May 3, 2013

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

IAC/InterActiveCorp

(Exact name of registrant as specified in its charter)

Delaware	**5990**	**59-2712887**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(IRS Employer Identification Number)

SEE TABLE OF SUBSIDIARY GUARANTOR REGISTRANTS LISTED ON FOLLOWING PAGE
555 West 18th Street
New York, NY 10011
(212) 314-7300
(Address, including zip code, and telephone number, including area code, of each of the registrants' principal executive offices)

Gregg Winiarski, Esq.
Senior Vice President, General Counsel
555 West 18th Street
New York, NY 10011
(212) 314-7300
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:
Andrew J. Nussbaum, Esq.
Kathryn Gettles-Atwa, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
(212) 403-1000

Approximate date of commencement of proposed sale to public:
As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) o

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)
4.75% Senior Notes due 2022	$500,000,000	100%	$500,000,000	$68,200
Guarantees of the 4.75% Senior Notes due 2022(2)	$500,000,000	N/A	N/A	(3)

(1) Calculated pursuant to Rule 457(f) under the Securities Act.

(2) The entities listed on the Table of Subsidiary Guarantor Registrants on the following page have guaranteed the notes being registered hereby.

(3) No separate consideration will be received for the guarantees, and pursuant to Rule 457(n) under the Securities Act, no additional registration fee is due for guarantees.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF SUBSIDIARY GUARANTOR REGISTRANTS

Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
About, Inc.*	Delaware	5990	13-4034015
APN, LLC*	Delaware	5990	27-1410575
Aqua Acquisition Holdings LLC*	Delaware	5990	16-1698609
CityGrid Media, LLC*	Delaware	5990	26-3118574
Dictionary.com, LLC*	California	5990	33-0822806
Elicia Acquisition Corp.*	Delaware	5990	02-0591181
HomeAdvisor, Inc.*	Delaware	5990	84-1489960
HTRF Ventures, LLC*	Delaware	5990	13-4188199
Humor Rainbow, Inc.*	New York	5990	54-2109416
IAC Search & Media, Inc.*	Delaware	5990	94-3334199
IAC Search, LLC*	Delaware	5990	45-4419646
Match.com International Holdings, Inc.*	Delaware	5990	20-3865523
Match.com, Inc.*	Delaware	5990	26-4278917
Match.com, L.L.C.*	Delaware	5990	46-0478183
Mindspark Interactive Network, Inc.*	Delaware	5990	06-1541603
Mojo Acquisition Corp.*	Delaware	5990	20-3865623
People Media, Inc.*	Delaware	5990	26-0192058
People Media, LLC*	Arizona	5990	86-1018174
Shoebuy.com, Inc.*	Delaware	5990	04-3491185
Tutor.com, Inc.*	Delaware	5990	04-3441166

* All subsidiary guarantor registrants have the following principal executive office:

c/o IAC/InterActiveCorp
555 West 18th Street
New York, NY 10011
(212) 314-7300

Table of Contents

The information in this prospectus is not complete and may be changed. We may not sell these securities or accept any offer to buy these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY 3, 2013

PROSPECTUS

$500,000,000

EXCHANGE OFFER FOR
4.75% SENIOR NOTES DUE 2022
FOR
A LIKE PRINCIPAL AMOUNT OF OUTSTANDING
4.75% SENIOR NOTES DUE 2022

IAC/InterActiveCorp is offering, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, to exchange an aggregate principal amount of up to $500,000,000 of our 4.75% Senior Notes due 2022 (which we refer to as the "exchange notes") for an equal principal amount of our outstanding 4.75% Senior Notes due 2022. When we refer to "old notes," we are referring to the outstanding 4.75% Senior Notes due 2022. The exchange notes will represent the same debt as the old notes and we will issue the exchange notes under the same indenture as the old notes.

The exchange offer expires at 5:00 p.m., New York City time, on , 2013, unless extended.

Terms of the Exchange Offer

- We will exchange notes for all old notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer.
- You may withdraw tendered old notes at any time prior to the expiration of the exchange offer.
- The terms of the exchange notes are identical in all material respects (including principal amount, interest rate, maturity and redemption rights) to the old notes for which they may be exchanged, except that the exchange notes generally will not be subject to transfer restrictions or be entitled to registration rights and the exchange notes will not have the right to earn additional interest under circumstances relating to our registration obligations.
- Certain of our subsidiaries will guarantee our obligations under the exchange notes, including the payment of principal of, premium, if any, and interest on the notes. These guarantees of the exchange notes will be unsubordinated unsecured obligations of the subsidiary guarantors. Certain additional subsidiaries may be required to guarantee the exchange notes, and the guarantees of the subsidiary guarantors will terminate, in each case in the circumstances described under "Description of the exchange notes—Guarantees."
- The exchange of old notes for exchange notes pursuant to the exchange offer will not be a taxable event for U.S. federal income tax purposes. See the discussion under the caption "Certain U.S. federal income tax considerations."
- There is no existing market for the exchange notes to be issued, and we do not intend to apply for listing or quotation on any securities exchange or market.

See "*Risk factors*" beginning on page 9 for a discussion of the factors you should consider in connection with the exchange offer.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Each broker-dealer that receives exchange notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. The accompanying letter of transmittal relating to the exchange offer states that by so acknowledging and delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration date of the exchange offer, we will amend or supplement this prospectus in order to expedite or facilitate the disposition of any exchange notes by such broker-dealers. See "Plan of distribution."

The date of this prospectus is , 2013.

Table of contents

In this prospectus, unless we indicate otherwise or the context requires, "we," "us," "our," "IAC," and the "Company," refer to IAC/InterActiveCorp and its consolidated subsidiaries, including the Subsidiary Guarantors (as hereinafter defined); the term "Subsidiary Guarantors" refers to those subsidiaries of IAC that guarantee the exchange notes and the old notes; and "notes" refers to the old notes and the exchange notes collectively.

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with different information. We are not making an offer of these securities in any state or other jurisdiction where the offer is not permitted. You should not assume that the information contained in this prospectus is accurate as of any date other than the date printed on the front of this prospectus.

Information incorporated by reference

The Securities and Exchange Commission (the "SEC") allows us to "incorporate by reference" in this prospectus the information in other documents that we file with it, which means that we can disclose important information to you by referring you to those publicly filed documents. The information incorporated by reference is considered to be a part of this prospectus, and information in documents that we file later with the SEC will automatically update and supersede information contained in documents filed earlier with the SEC or contained in this prospectus or a prospectus supplement. Accordingly, we incorporate by reference in this prospectus the documents listed below and any future filings that we may make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (File Number 000-20570) prior to the termination of the offering under this prospectus (excluding information deemed to be furnished and not filed with the SEC):

- Annual Report on Form 10-K for the year ended December 31, 2012, filed on March 1, 2013;
- Definitive Proxy Statement on Schedule 14A, filed on April 30, 2013; and
- Current Report on Form 8-K, filed on May 3, 2013.

We will provide without charge to each person to whom a copy of this prospectus has been delivered, upon written or oral request, a copy of any or all of the documents we incorporate by reference in this prospectus, other than any exhibit to any of those documents, unless we have specifically incorporated that exhibit by reference into the information this prospectus incorporates. You may request copies by writing or telephoning us at the following:

IAC/InterActiveCorp
555 West 18th Street
New York, New York 10011
Attn: Investor Relations
(212) 314-7300

To obtain timely delivery of any of our filings, agreements or other documents, you must make your request to us no later than , 2013. In the event that we extend the exchange offer, you must submit your request at least five business days before the expiration date of the exchange offer, as extended. We may extend the exchange offer in our sole discretion. See "Exchange offer" for more detailed information.

Except as expressly provided above, no other information is incorporated by reference into this prospectus.

Where you can find more information

We have filed with the SEC a registration statement on Form S-4 under the Securities Act that registers the exchange notes that will be offered in exchange for the old notes. The registration statement, including the attached exhibits and schedules, contains additional relevant information about us and the exchange notes. The rules and regulations of the SEC allow us to omit from this document certain information included in the registration statement.

We are subject to the informational requirements of the Exchange Act and file reports and other information with the SEC. The public may read and copy any reports or other information that we file with the SEC at the SEC's public reference room, 100 F Street NE, Washington, D.C. 20549-2521. The public may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. Our SEC filings are also available to the public from commercial document retrieval services and at the web site maintained by the SEC at http://www.sec.gov. In addition, the Company makes available, free of charge through its website at www.iac.com, its Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K (including related amendments) as soon as reasonably practicable after they have been electronically filed with (or furnished to) the SEC.

Neither the information on the Company's website, nor the information on the website of any IAC business, is incorporated by reference in this prospectus, or in any other filings with, or in any other information furnished or submitted to, the SEC.

Forward-looking information

This prospectus, the documents incorporated by reference and other written reports and oral statements made from time to time by the Company may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. The use of words such as "anticipates," "estimates," "expects," "intends," "plans" and "believes," among others, generally identify forward-looking statements. These forward-looking statements include, among others, statements relating to: IAC's future financial performance, IAC's business prospects and strategy, anticipated trends and prospects in the industries in which IAC's businesses operate and other similar matters. These forward-looking statements are based on IAC management's current expectations and assumptions about future events, which are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict.

Actual results could differ materially from those contained in these forward-looking statements for a variety of reasons, including, among others the risk factors set forth below and other risks detailed in our public filings with the SEC, including our Annual Report on Form 10-K for the year ended December 31, 2012. Other unknown or unpredictable factors that could also adversely affect IAC's business, financial condition and results of operations may arise from time to time. In light of these risks and uncertainties, the forward-looking statements discussed in this prospectus may not prove to be accurate. Accordingly, you should not place undue reliance on these forward-looking statements, which only reflect the views of IAC management as of the date of this prospectus. IAC does not undertake any obligation, other than as required by law, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Please carefully review and consider the various disclosures made in this prospectus and in our other reports filed with the SEC that attempt to advise interested parties of the risks and factors that may affect our business, results of operations, financial condition or prospects.

Market and industry data

We obtained the market and certain other data used in this prospectus and the information incorporated by reference herein from our own research, surveys or studies conducted by third parties and industry or general publications, and other publicly available sources. Industry and general publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that each of these studies and publications is reliable, we have not independently verified such data, and we do not make any representations as to the accuracy of such information. Similarly, we believe our internal research is reliable, but it has not been verified by any independent sources. As a result, you should be aware that the industry and market data included in this prospectus and the information incorporated by reference herein, and estimates and beliefs based on that data, may not be reliable. We cannot guarantee the accuracy or completeness of any such information.

Summary

This summary highlights information that is contained elsewhere in this prospectus. It does not contain all the information that you may consider important in making your investment decision. Therefore, you should read the entire prospectus carefully, including the information in the section entitled "Risk Factors" and our financial statements and the related notes thereto and other financial data included elsewhere in this prospectus, as well as the information incorporated by reference into this prospectus.

Our Company

IAC is a leading media and internet company comprised of more than 150 brands and products, including Ask.com, About.com, Match.com, HomeAdvisor.com and Vimeo.com. Focused in the areas of search, applications, online dating, local and media, IAC's family of websites is one of the largest in the world, with more tha a billion monthly visits across more than 30 countries. The results of operations of IAC's various businesses are reported within the following five segments: Search & Applications, Match, Local, Media and Other.

Our operating segments

Search & Applications

Our Search & Applications segment consists of: (i) Websites, including Ask.com, About.com and Dictionary.com, through which we provide search services and content and (ii) Applications, including our direct to consumer downloadable applications business (B2C) and our partnership operations (B2B), as well as our Ask.com and Dictionary.com downloadable applications.

Our B2C operations business develops, markets and distributes a variety of downloadable applications that offer users the ability to access search services, as we engage in a number of other activities online, such as play games, send e-cards, decorate e-mails and web pages and explore select vertical categories. Our B2B applications business works closely with partners in the software, media and other industries to design and develop customized browser-based search applications to b bundled and distributed with these partners' products and services.

The search products offered by our Websites and Applications generate and display sets of hyperlinks to websites deemed relevant to search queries entered by users. In addition to these algorithmic search results, paid listings are also generally displayed in response to search queries. Paid listings are short textual advertisements displayed on search results pages that generally contain a link to an advertiser's website and are displayed based on keywords selected by the advertise The paid listings we display are furnished by Google Inc. through a services agreement.

Match

Through the brands and businesses within our Match segment, we are a leading provider of subscription-based and ad-supported online personals services in North America, Europe, Latin America, Australia and Asia. We provide these services through websites and applications that we own and operate. Our European operations are conducted through an 81% stake in Meetic, S.A. ("Meetic"), which is based in France. As of December 31, 2012, we collectively provided online personals services to approximately 2.8 million subscribers across all of our sites. In addition, we own a 20% interest in Zhenai Inc., a leading provider of online dating and matchmaking services in China.

Local

Our Local segment consists of HomeAdvisor and CityGrid Media. HomeAdvisor is a leading online marketplace that matches consumers, by way of patented proprietary technologies, with home services professionals, all of which are pre-screened and the majority of which are customer-rated.

Through a majority investment, HomeAdvisor also operates businesses in the online home services space in France and the United Kingdom under various brands.

CityGrid Media is an online media company that owns and operates CityGrid, an advertising network that integrates local content and advertising for distributio to both affiliated and third party publishers across web and mobile platforms, as well as proprietary websites, such as Citysearch.com and Urbanspoon.com, through which consumers can access local merchant information and reviews. In August 2012, CityGrid Media acquired Felix, a pay-per-call advertising service.

Media

Our Media segment consists primarily of Vimeo, Electus, Connected Ventures, News_Beast (formerly The Newsweek/DailyBeast Company) and DailyBurn.

Vimeo is a leading video hosting platform for creative professionals and consumers, offering video creators tools to create, share, distribute and monetize their content online. Electus is an integrated multimedia entertainment studio that unites producers, creators, advertisers and distributors to produce video content for distribution across a variety of platforms in the United States and various jurisdictions abroad.

Connected Ventures operates CollegeHumor Media, an online entertainment company targeting males ages eighteen to forty-nine through CollegeHumor.com an other websites, as well as Notional, a content production studio which creates long-form content for distribution through traditional media channels.

News_Beast is an online media company that currently publishes the digital version of Newsweek magazine and operates TheDailyBeast.com, a website dedicated to news, commentary, culture and entertainment that curates and publishes existing and original online content from its own roster of contributors. DailyBurn is a health and fitness property that provides streaming fitness and workout videos across a variety of platforms.

Other

Our Other segment consists primarily of Shoebuy and Tutor. Shoebuy is a leading internet retailer of footwear and related apparel and accessories. Tutor is an online tutoring solution that was acquired in December 2012.

Company information

IAC is a Delaware corporation. The mailing address of our principal executive offices is 555 West 18th Street, New York, NY 10011, and our telephone number at that location is (212) 314-7300. Our website address is IAC.com. The information contained in or linked to or from our website is not incorporated by reference int this prospectus and should not be considered part of this prospectus.

Summary terms of the exchange offer

Set forth below is a brief summary of some of the principal terms of the exchange offer. In this summary of the offering, "we," "us," "our," "IAC," and the "Company" refer only to IAC/InterActiveCorp and any successor obligor, and not to any of its subsidiaries. You should also read the information in the section entitle "Exchange offer" later in this prospectus for a more detailed description and understanding of the terms of the notes.

The exchange offer	We are offering to exchange up to $500,000,000 in aggregate principal amount of our 4.75% Senior Notes due 2022, which we refer to in this prospectus as the "exchange notes," for an equal principal amount of the old notes.
Expiration of the exchange offer; withdrawal of tender	The exchange offer will expire at 5:00 p.m., New York City time, on , 2013, or a later date and time to which we may extend it. We do not currently intend to extend the expiration of the exchange offer. You may withdraw your tender of old notes in the exchange offer at any time before the expiration of the exchange offer. Any old notes not accepted for exchange for any reason will be returned without expense to you promptly after the expiration or termination of the exchange offer.
Conditions to the exchange offer	The exchange offer is not conditioned upon any minimum aggregate principal amount of old notes being tendered for exchange. The exchange offer is subject to customary conditions, which we may waive. See "Exchange offer—conditions" for more information regarding the conditions to the exchange offer.
Procedures for tendering notes	To tender old notes held in book-entry form through the Depository Trust Company, or "DTC," you must transfer your old notes into the exchange agent's account in accordance with DTC's Automated Tender Offer Program, or "ATOP" system. In lieu of delivering a letter of transmittal to the exchange agent, a computer-generated message, in which the holder of the old notes acknowledges and agrees to be bound by the terms of the letter of transmittal, must be transmitted by DTC on behalf of a holder and received by the exchange agent before 5:00 p.m., New York City time, on the expiration date. In all other cases, a letter of transmittal must be manually executed and received by the exchange agent before 5:00 p.m., New York City time, on the expiration date. By signing, or agreeing to be bound by, the letter of transmittal, you will represent to us that, among other things: • any exchange notes to be received by you will be acquired in the ordinary course of your business; • you have no arrangement, intent or understanding with any person to participate in the distribution of the exchange notes (within the meaning of the Securities Act); • you are not our "affiliate" (as defined in Rule 405 under the Securities Act); and

	• if you are a broker-dealer that will receive exchange notes for your own account in exchange for old notes that were acquired as a result of market-making activities or other trading activities, you will deliver or make available a prospectus in connection with any resale of the exchange notes.
Special procedures for beneficial owners	If you are a beneficial owner whose old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you want to tender old notes in the exchange offer, you should contact the registered owner promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, before completing and executing the letter of transmittal and delivering your old notes, either make appropriate arrangements to register ownership of the old notes in your name or obtain a properly completed bond power from the registered holder. See "Exchange offer—procedures for tendering."
Guaranteed delivery procedures	If you wish to tender your old notes, and time will not permit your required documents to reach the exchange agent by the expiration date, or the procedure for book-entry transfer cannot be completed on time, you may tender your old notes under the procedures described under "Exchange offer—guaranteed delivery procedures."
Consequences of failure to exchange	Any old notes that are not tendered in the exchange offer, or that are not accepted in the exchange, will remain subject to the restrictions on transfer. Since the old notes have not been registered under the U.S. federal securities laws, you will not be able to offer or sell the old notes except under an exemption from the requirements of the Securities Act or unless the old notes are registered under the Securities Act. Upon the completion of the exchange offer, we will have no further obligations, except under limited circumstances, to provide for registration of the old notes under the U.S. federal securities laws. See "Exchange offer—consequences of failure to tender."
Certain U.S. federal income tax considerations	The exchange of old notes for exchange notes in the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes. See "Certain U.S. federal income tax considerations."
Transferability	Under existing interpretations of the Securities Act by the staff of the SEC contained in several no-action letters to third parties, and subject to the immediately following sentence, we believe that the exchange notes will generally be freely transferable by holders after the exchange offer without further compliance with the registration and prospectus delivery requirements of the Securities Act (subject to certain representations required to be made by each holder of old notes, as set forth under "Exchange offer—procedures for tendering"). However, any holder of old notes who: • is one of our "affiliates" (as defined in Rule 405 under the Securities Act),

	• does not acquire the exchange notes in the ordinary course of business, • distributes, intends to distribute, or has an arrangement or understanding with any person to distribute the exchange notes as part of the exchange offer, or • is a broker-dealer who purchased old notes from us in the initial offering of the old notes for resale pursuant to Rule 144A or any other available exemption under the Securities Act, will not be able to rely on the interpretations of the staff of the SEC, will not be permitted to tender old notes in the exchange offer and, in the absence of any exemption, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes. Our belief that transfers of exchange notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to other, unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to our exchange offer. We will not be responsible for or indemnify you against any liability you may incur under the Securities Act. Each broker-dealer that receives exchange notes for its own account under the exchange offer in exchange for old notes that were acquired by the broker-dealer as a result of market-making or other trading activity must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. See "Plan of distribution."
Use of proceeds	We will not receive any cash proceeds from the issuance of the exchange notes pursuant to the exchange offer.
Exchange agent	Computershare Trust Company, N.A. is the exchange agent for the exchange offer. The address and telephone number of the exchange agent are set forth under "Exchange offer—exchange agent."

Summary terms of the exchange notes

Set forth below is a brief summary of some of the principal terms of the exchange notes. In this summary of the offering, "we," "us," "our," "IAC," and the "Company" refer only to IAC/InterActiveCorp and any successor obligor, and not to any of its subsidiaries. You should also read the information in the section entitle "Description of the exchange notes" later in this prospectus for a more detailed description and understanding of the terms of the notes.

The exchange notes will be identical in all material respects to the old notes for which they have been exchanged, except:

- the offer and sale of the exchange notes will have been registered under the Securities Act, and thus the exchange notes generally will not be subject to the restrictions on transfer applicable to the old notes or bear restrictive legends,
- the exchange notes will not be entitled to registration rights, and
- the exchange notes will not have the right to earn additional interest under circumstances relating to our registration obligations.

Issuer	IAC/InterActiveCorp
Securities offered	$500 million aggregate principal amount of 4.75% Senior Notes due 2022.
Stated maturity date	The exchange notes will mature on December 15, 2022.
Interest	The exchange notes will accrue interest at a rate of 4.75% per year from December 21, 2012, until maturity or earlier redemption.
Interest payment dates	June 15 and December 15 of each year, commencing June 15, 2013.
Optional redemption	At any time prior to December 15, 2017, we may redeem the exchange notes, in whole or in part, at a price equal to 100% of the principal amount of the exchange notes redeemed plus accrued and unpaid interest, if any, to the date of redemption and a "make-whole premium," as described under "Description of the exchange notes—Optional redemption." The exchange notes will be redeemable at our option, in whole or in part, at any time on or after December 15, 2017, at the redemption prices set forth in this prospectus, together with accrued and unpaid interest, if any, to the date of redemption. At any time prior to December 15, 2015, we may redeem up to 40% of the aggregate principal amount of the exchange notes with the proceeds of certain equity offerings at a redemption price of 104.750% of the principal amount of the exchange notes, together with accrued and unpaid interest, if any, to the date of redemption.
Change of control	If we experience specific kinds of changes of control, we will be required to make an offer to purchase the exchange notes at a purchase price of 101% of the principal amount thereof, plus accrued and unpaid interest to the purchase date. See "Description of the exchange notes—Change of control."

Guarantees	The exchange notes will be unconditionally guaranteed, jointly and severally, on an unsubordinated unsecured basis by each of our material domestic subsidiaries that guarantee the borrowings under the five-year $300 million revolving credit facility provided for in the Credit Agreement, dated as of December 21, 2012, by and among the Issuer, as Borrower, the guarantors party thereto from time to time, the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent, and the other agents and arrangers party thereto (the "Revolving Credit Facility").
Ranking	The exchange notes will rank senior in right of payment to all existing and future indebtedness that is expressly subordinated in right of payment to the exchange notes and will rank equal in right of payment to all existing and future unsubordinated indebtedness, including the Revolving Credit Facility. However, the exchange notes will be effectively subordinated to all of our and our subsidiaries' secured indebtedness, including indebtedness under the Revolving Credit Facility to the extent of the value of the collateral securing such indebtedness. The guarantees will rank senior in right of payment with the guarantors' existing and future indebtedness that is expressly subordinated in right of payment to the exchange notes and equal in right of payment to their existing and future unsubordinated indebtedness. The exchange notes and guarantees will also be structurally subordinated to the indebtedness and other obligations of our non-guarantor subsidiaries with respect to the assets of such entities.
Certain covenants	The indenture governing the exchange notes, among other things, restricts our ability to: • create liens on certain assets; • incur additional debt; • make certain investments and acquisitions; • consolidate, merge, sell or otherwise dispose of all or substantially all of our assets; • sell certain assets; • pay dividends on or make distributions in respect of our capital stock or make restricted payments; • enter into certain transactions with our affiliates; and • place restrictions on distributions from subsidiaries. These covenants are subject to important exceptions and qualifications. See "Description of the exchange notes—Certain covenants." In addition, at any time when the exchange notes are rated investment grade by both Moody's and Standard & Poor's and no default or event of default has occurred and is continuing under the indenture, we and our subsidiaries will not be subject to many of the foregoing covenants. See "Description of the exchange notes—Suspension event."

Absence of a public market for the exchange notes	The exchange notes generally are freely transferable but are also new securities for which there is not initially a market. Accordingly, there can be no assurance as to the development or liquidity of any market for the exchange notes.
Risk factors	See "Risk factors" beginning on page 9 for a discussion of some of the key factors you should carefully consider before deciding to exchange your old notes for exchange notes.

Risk factors

You should consider carefully various risks, including those described below and all of the information about risks included in the documents incorporated by reference in this prospectus, including under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2012, along with the information provided elsewhere in this prospectus. These risks could adversely and materially affect our ability to meet our obligations under the exchange notes, and you, under the circumstances described in this section, could lose all or part of your investment in, and fail to achieve the expected return on, the exchange notes.

Risks related to the exchange notes and this exchange offer

Our indebtedness may affect our ability to operate our business, and may have a material adverse effect on our financial condition and results of operations. We and the guarantors may incur additional indebtedness, including secured indebtedness.

As of December 31, 2012, we had total debt outstanding of approximately $595.8 million, of which $80 million was secured, and borrowing availability of $300 million under the Revolving Credit Facility.

Our indebtedness could have important consequences, such as:

- limiting our ability to obtain additional financing to fund our working capital needs, acquisitions, capital expenditures or other debt service requirements or for other purposes;
- limiting our ability to use operating cash flow in other areas of our business because we must dedicate a substantial portion of these funds to service debt;
- limiting our ability to compete with other companies who are not as highly leveraged, as we may be less capable of responding to adverse economic and industry conditions;
- restricting us from making strategic acquisitions, developing properties or exploiting business opportunities;
- restricting the way in which we conduct our business because of financial and operating covenants in the agreements governing our and certain of our subsidiaries' existing and future indebtedness, including, in the case of certain indebtedness of subsidiaries, certain covenants that restrict the ability of subsidiaries to pay dividends or make other distributions to us;
- exposing us to potential events of default (if not cured or waived) under financial and operating covenants contained in our or our subsidiaries' debt instruments that could have a material adverse effect on our business, financial condition and operating results;
- increasing our vulnerability to a downturn in general economic conditions or in pricing of our products; and
- limiting our ability to react to changing market conditions in our industry and in our customers' industries.

In addition to our debt service obligations, our operations require substantial investments on a continuing basis. Our ability to make scheduled debt payments, to refinance our obligations with respect to our indebtedness and to fund capital and non-capital expenditures necessary to maintain the condition of our operating assets and properties, as well as to provide capacity for the growth of our business, depends on our financial and operating performance, which, in turn, is subject to prevailing economic conditions and financial, business, competitive, legal and other factors.

Subject to the restrictions included in the Revolving Credit Facility and the indenture governing the exchange notes offered hereby, we and the guarantors may incur significant additional

indebtedness, including additional secured indebtedness. If new debt is added to our and the guarantors' current debt levels, the risks described above could increase.

We may not be able to generate sufficient cash to service all of our indebtedness, including the exchange notes, and may be forced to take other actions to satisfy our obligations under our indebtedness that may not be successful.

Our ability to satisfy our debt obligations will depend upon, among other things:

- our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, many of which are beyond our control; and

- our future ability to borrow under the Revolving Credit Facility, the availability of which depends on, among other things, our complying with the covenants in the indenture governing the exchange notes.

We cannot assure you that our business will generate sufficient cash flow from operations, or that we will be able to draw under the Revolving Credit Facility or otherwise, in an amount sufficient to fund our liquidity needs.

If our cash flows and capital resource are insufficient to service our indebtedness, we may be forced to reduce or delay capital expenditures sell assets, seek additional capital or restructure or refinance our indebtedness, including the exchange notes. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. In addition, the terms of existing or future debt agreements may restrict us from adopting some of these alternatives. In the absence of such operating results and resources we could face substantial liquidity problems and might be required to dispose of material assets or operations, sell equity, and/or negotiate with our lenders to restructure the applicable debt, in order to meet our debt service and other obligations. We may not be able to consummate those dispositions for fair market value or at all. The Revolving Credit Facility and the indenture governing the exchange notes may restrict, or market or business conditions may limit, our ability to avail ourselves of some or all of these options. Furthermore, any proceeds that we could realize from any such dispositions may not be adequate to meet our debt service obligations then due.

Our debt agreements contain restrictions that will limit our flexibility in operating our business.

The Revolving Credit Facility and the indenture governing the exchange notes contain, and any instruments governing future indebtedness of ours would likely contain, a number of covenants that will impose significant operating and financial restrictions on us, including restrictions on our ability to, among other things:

- create liens on certain assets;

- incur additional debt;

- make certain investments and acquisitions;

- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;

- sell certain assets;

- pay dividends on or make distributions in respect of our capital stock or make restricted payments;

- enter into certain transactions with our affiliates; and
- place restrictions on distributions from subsidiaries.

Any of these restrictions could limit our ability to plan for or react to market conditions and could otherwise restrict corporate activities. Any failure to comply with these covenants could result in a default under the Revolving Credit Facility and the indenture governing the exchange notes offered hereby and any instruments governing future indebtedness of ours. Upon a default, unless waived, the lenders under the Revolving Credit Facility could elect to terminate their commitments, cease making further loans, foreclose on our assets pledged to such lenders to secure our obligations under the Revolving Credit Facility and force us into bankruptcy or liquidation. Holders of the exchange notes offered hereby would also have the ability ultimate to force us into bankruptcy or liquidation, subject to the indenture governing the exchange notes, offered hereby. In addition, a default under either the Revolving Credit Facility or the indenture governing the exchange notes offered hereby may trigger a cross default under our other agreements and could trigger a cross default under the agreements governing our future indebtedness. Our operating results may not be sufficient to service our indebtedness or to fund our other expenditures and we may not be able to obtain financing to meet these requirements. See "Description of the exchange notes."

We will depend on dividends and distributions from our direct and indirect subsidiaries to fulfill our obligations under the exchange notes. The creditors of these subsidiaries are entitled to amounts payable to them by the subsidiaries before the subsidiaries may pay any dividends or distributions to us.

Substantially all of our assets are held through our subsidiaries. We depend on these subsidiaries for substantially all of our cash flow. The creditors of each of our direct and indirect subsidiaries are entitled to payment of that subsidiary's obligations to them, when due and payable, before distributions may be made by that subsidiary to us. Thus our ability to service our debt obligations, including our ability to pay the interest on and principal of the exchange notes when due, depends on our subsidiaries' ability first to satisfy their obligations to their creditors and then to make distributions to us. Our subsidiaries are separate and distinct legal entities and have no obligations, other than under the guarantee of the exchange notes, to make any funds available to us.

If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the exchange notes.

Any default under the agreements governing our indebtedness, including a default under the Revolving Credit Facility, that is not waived by the required holders of such indebtedness, could leave us unable to pay principal premium, if any, or interest on the exchange notes and could substantially decrease the market value of the exchange notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, or interest on such indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness, including the Revolving Credit Facility, we could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with any accrued and unpaid interest, the lenders under the Revolving Credit Facility could elect to terminate their commitments, cease making further loans, foreclose on our assets pledged to such lenders to secure our obligations under the Revolving Credit Facility and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to seek waivers from the required lenders under the Revolving Credit Facility to avoid being in default. If we breach our covenants under the Revolving Credit Facility and seek waivers, we may not be able to obtain waivers from the required lenders thereunder.

Your right to receive payment on the exchange notes is effectively subordinated to the right of lenders who have a security interest in our assets to the extent of the value of those assets.

Our obligations under the exchange notes and the guarantors' obligations under their guarantees of the exchange notes will be unsecured, but our obligations under the Revolving Credit Facility are secured by certain of ownership interests of certain of our subsidiaries. If we are declared bankrupt or insolvent, or if we default under our secured financing arrangements, the funds borrowed thereunder, together with accrued interest, could become immediately due and payable. If we were unable to repay such indebtedness, the lenders could foreclose on the pledged assets to the exclusion of holders of the exchange notes, even if an event of default exists under the indenture governing the exchange notes at such time. In any such event, because the exchange notes are not secured by any of such assets, it is possible that there would not be sufficient assets from which the claims of the holders of the exchange notes could be satisfied. As of December 31, 2012, we had total debt outstanding of approximately $595.8 million, of which $80 million was secured, and borrowing availability of $300 million under the Revolving Credit Facility.

Claims of exchange noteholders will be structurally subordinated to claims of creditors of any of our subsidiaries that do not guarantee the exchange notes.

We conduct all of our operations through our subsidiaries. Subject to certain limitations, the indenture governing the exchange notes will permit us to form or acquire in the future certain subsidiaries that are not guarantors of the exchange notes and to permit such non-guarantor subsidiaries to acquire assets and incur indebtedness, and exchange noteholders would not have any claim as a creditor against any of our non-guarantor subsidiaries or to the assets and earnings of those subsidiaries. The claims of the creditors of those subsidiaries, including their trade creditors, banks and other lenders, would have priority over any of our claims or those of our other subsidiaries as equity holders of the non-guarantor subsidiaries. Consequently, in any insolvency, liquidation, reorganization, dissolution or other winding-up of any of the non-guarantor subsidiaries, creditors of those subsidiaries would be paid before any amounts would be distributed to us or to any of the guarantors as equity, and thus be available to satisfy our obligations under the exchange notes and other claims against us or the guarantors.

We may not be able to satisfy our obligations to holders of the exchange notes upon a change of control.

Upon the occurrence of a "change of control triggering event," as defined in the indenture, each holder of the exchange notes will have the right to require us to purchase the exchange notes at a price equal to 101% of the principal amount thereof, with certain exceptions. Our failure to purchase, or to give notice of purchase of, the exchange notes would be a default under the indenture and any such default could result in a default under certain or our other indebtedness, including the Revolving Credit Facility. In addition, a change of control may constitute an event of default under the Revolving Credit Facility.

Variable rate indebtedness that we expect to incur in connection with the Revolving Credit Facility will subject us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under the Revolving Credit Facility will be at variable rates of interest and expose us to interest rate risk. Assuming all revolving loans are fully drawn, each quarter point change in interest rates would result in a $0.75 million change in annual interest expense on indebtedness under the Revolving Credit Facility assuming the full $300 million Revolving Credit Facility is drawn down.

There is no established trading market for the exchange notes. If an actual trading market does not develop for the exchange notes, you may not be able to resell them quickly, for the price that you paid or at all.

The exchange notes will constitute new issues of securities and there is no established trading market for the exchange notes . We do not intend to apply for the exchange notes to be listed on any securities exchange or to arrange for quotation of the exchange notes on any automated dealer quotation systems. The initial purchasers of the old notes have advised us that they intend to make a market in the exchange notes, but they are not obligated to do so. The initial purchasers may discontinue any market making in the exchange notes at any time, in their sole discretion, without notice. As a result, we cannot assure you as to the liquidity of any trading market or the exchange notes.

We also cannot assure you that you will be able to sell your exchange notes at a particular time or at all, or that the prices that you receive when you sell them will be favorable. If no active trading market develops, you may not be able to resell your exchange notes at their fair market value, or at all. The liquidity of, and trading market for, the exchange notes may also be adversely affected by, among other things:

- prevailing interest rates;
- our operating performance and financial condition;
- the interest of securities dealers in making a market; and
- the market for similar securities.

It is possible the market for the exchange notes will be subject to disruptions. Any disruptions may have a negative effect on holders of the exchange notes, regardless of our prospects and financial performance.

If the exchange notes are rated investment grade at any time by both Moody's Investor Service and Standard & Poor's Ratings Services, most of the restrictive covenants and corresponding events of default contained in the indenture governing the exchange notes will be suspended, resulting in a reduction of credit protection.

If, at any time, the credit rating on the exchange notes, as determined by both Moody's Investors Service and Standard & Poor's Ratings Services, equals or exceeds Baa3 and BBB-, respectively, or any equivalent replacement ratings, we will no longer be subject to most of the restrictive covenants and corresponding events of default contained in the indenture. Any restrictive covenants or corresponding events of default that cease to apply to us as a result of achieving these ratings will be restored if one or both of the credit ratings on the exchange notes later falls below these thresholds. However, during any period in which these restrictive covenants are suspended, we may incur other indebtedness, make restricted payments and take other actions that would have been prohibited if these covenants had been in effect. If the restrictive covenants are later restored, the actions taken while the covenants were suspended will not result in an event of default under the indenture even if they would constitute an event of default at the time the covenants are restored. Accordingly, if these covenants and corresponding events of default are suspended, you will have less credit protection than you will at the time the exchange notes are issued. See "Description of the exchange notes—Suspension event."

U.S. federal and state statutes allow courts, under specific circumstances, to avoid the guarantees, subordinate claims in respect of the guarantees and require exchange note holders to return payments received from the guarantors.

Certain of our subsidiaries will guarantee the obligations under the exchange notes. The issuance of the guarantees by the guarantors may be subject to review under federal and state laws if a

bankruptcy, liquidation or reorganization case or a lawsuit, including in circumstances in which bankruptcy is not involved, were commenced at some future date by, or on behalf of, the unpaid creditors of a guarantor. Under the federal bankruptcy laws and comparable provisions of state fraudulent transfer, insolvency, fictitious indebtedness laws and similar laws, a court may avoid or otherwise decline to enforce a guarantor's guarantee or may subordinate the exchange notes or such guarantee to the applicable guarantor's existing and future indebtedness. While the relevant laws may vary from state to state, a court might do so if it found that when the applicable guarantor entered into its guarantee, or, in some states, when payments became due under such guarantee, the applicable guarantor received less than reasonably equivalent value or fair consideration in exchange for its issuance of the guarantee and:

- was insolvent or rendered insolvent by reason of such incurrence;
- was engaged in a business or transaction, or was about to engage in a business or transaction, for which its remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they matured.

Under the fictitious indebtedness laws of some states, the presence of the above-listed factors is not required for a guarantee to be invalidated. A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration in exchange for such guarantee if such guarantor did not substantially benefit directly or indirectly from the issuance of such guarantee.

The measures of insolvency for purposes of these fraudulent transfer, insolvency and similar laws vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor, as applicable, would be considered insolvent if:

- the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair saleable value of its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent and unliquidated liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

A court might also avoid a guarantee, without regard to the above factors, if the court found that the applicable subsidiary guarantor entered into its guarantee with the actual intent to hinder, delay or defraud its creditors. In addition, any payment by a guarantor pursuant to its guarantee could be avoided and required to be returned to such guarantor or to a fund for the benefit of such guarantor's overall creditor body, and accordingly the court might direct you to repay any amounts that you had already received from such guarantor.

To the extent a court avoids any of the guarantees as fraudulent transfers or holds any of the guarantees unenforceable or avoidable for any other reason, holders of exchange notes would cease to have any direct claim against the applicable guarantor. If a court were to take this action, the applicable guarantor's assets would be applied first to satisfy the applicable guarantor's direct liabilities, if any, and might not be applied to the payment of the guarantee. Sufficient funds to repay the exchange notes may not be available from other sources, including the remaining guarantors, if any.

Each guarantee will contain a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. This provision may not be effective to protect the guarantees from being avoided under applicable fraudulent transfer laws or may reduce the guarantor's obligation to an amount that

effectively makes the guarantee worthless. A recent Florida bankruptcy case found such a provision to be ineffective protect the guarantee.

You may not receive the exchange notes in the exchange offer if the exchange offer procedures are not properly followed.

We will issue the exchange notes in exchange for your old notes only if you properly tender the old notes before expiration of the exchange offer. Neither we nor the exchange agent are under any duty to give notification of defects or irregularities with respect to the tenders of the old notes for exchange. If you are the beneficial holder of old notes that are held through your broker, dealer, commercial bank, trust company or other nominee, and you wish to tender such notes in the exchange offer, you should promptly contact the person through whom your old notes are held and instruct that person to tender on your behalf.

Broker-dealers may become subject to the registration and prospectus delivery requirements of the Securities Act and any profit on the resale of the exchange notes may be deemed to be underwriting compensation under the Securities Act.

Any broker-dealer that acquires exchange notes in the exchange offer for its own account in exchange for old notes which it acquired through market-making or other trading activities must acknowledge that it will comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction by that broker-dealer. Any profit on the resale of the exchange notes and any commission or concessions received by a broker-dealer may be deemed to be underwriting compensation under the Securities Act.

If you do not exchange your old notes, they may be difficult to resell.

It may be difficult for you to sell old notes that are not exchanged in the exchange offer, since any old notes not exchanged will continue to be subject to the restrictions on transfer described in the legend on the global security representing the outstanding old notes. These restrictions on transfer exist because we issued the old notes pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. Generally, the old notes that are not exchanged for exchange notes will remain restricted securities. Accordingly, those old notes may not be offered or sold, unless registered under the Securities Act and applicable state securities laws, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.

Selected financial data

The following selected historical consolidated financial information for each of the years ended December 31, 2012, 2011, 2010, 2009 and 2008 has been derived from our consolidated financial statements. Our audited consolidated financial statements for each of the years ended December 31, 2012, 2011 and 2010 are included in Form 8-K, filed May 3, 2013, which is incorporated by reference in this prospectus.

You should read all of the information presented below with the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2012, and our financial statements, including the notes thereto, included in Form 8-K filed May 3, 2013, which are both incorporated by reference in this prospectus. Results for prior periods may not be indicative of results that may be achieved in future periods.

	Years ended December 31,				
(In thousands)	2012	2011	2010	2009	2008
Statement of operations(1)					
Revenue	$ 2,800,933	$ 2,059,444	$ 1,636,815	$ 1,346,695	$ 1,410,078
Costs and expenses:					
Cost of revenue (exclusive of depreciation shown separately below)	992,470	761,244	593,816	429,849	456,950
Selling and marketing expense	898,761	614,174	492,206	463,439	444,571
General and administrative expense	396,013	328,728	316,500	282,393	346,623
Product development expense	101,869	78,760	65,097	57,843	63,817
Depreciation	52,481	56,719	63,897	61,391	67,716
Amortization of intangibles	35,771	22,057	27,472	157,031	43,053
Amortization of non-cash marketing(2)	—	—	—	15,868	20,002
Goodwill impairment(3)	—	—	28,032	916,868	11,600
Total costs and expenses	2,477,365	1,861,682	1,587,020	2,384,682	1,454,332
Operating income (loss)	323,568	197,762	49,795	(1,037,987)	(44,254)
Equity in (losses) income of unconsolidated affiliates	(25,345)	(36,300)	(25,676)	(14,014)	16,640
Other (expense) income, net	(9,161)	10,060	(1,433)	105,002	138,854
Earnings (loss) from continuing operations before income taxes	289,062	171,522	22,686	(946,999)	111,240
Income tax (provision) benefit	(119,215)	4,047	(32,079)	(9,474)	30,695
Earnings (loss) from continuing operations	169,847	175,569	(9,393)	(956,473)	141,935
Gain on Liberty Exchange(4)	—	—	140,768	—	—
Loss from discontinued operations, net of tax	(9,051)	(3,992)	(37,023)	(23,439)	(306,096)
Net earnings (loss)	160,796	171,577	94,352	(979,912)	(164,161)
Net (earnings) loss attributable to noncontrolling interests	(1,530)	2,656	5,007	1,090	7,960
Net earnings (loss) attributable to IAC shareholders	$ 159,266	$ 174,233	$ 99,359	$ (978,822)	$ (156,201)

(In thousands)	Years ended December 31, 2012	2011	2010	2009	2008
Cash flow data:					
Net cash provided by operating activities attributable to continuing operations	$ 354,527	$ 372,386	$ 340,707	$ 348,547	$ 118,920
Net cash (used in) provided by investing activities attributable to continuing operations	(352,088)	(25,186)	(118,096)	(422,640)	933,995
Net cash provided by (used in) financing activities attributable to continuing operations	44,301	(372,233)	(717,210)	(405,797)	(674,116)

(In thousands)	December 31, 2012	2011	2010	2009	2008
Balance sheet data:					
Cash, cash equivalents and marketable securities	$ 770,581	$ 869,848	$ 1,306,096	$ 1,733,588	$ 1,870,586
Total assets	3,805,828	3,409,865	3,329,079	3,913,597	5,080,034
Total debt	595,844	95,844	95,844	95,844	95,844
Total shareholders' equity	1,707,635	1,960,140	2,050,068	2,746,961	4,046,671

(1) We recognized items that affected the comparability of results for the years 2012, 2011 and 2010. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

(2) Consists of non-cash advertising credits secured from Universal Television as part of the transaction pursuant to which VUE was created, and the subsequent transaction by which IAC sold its partnership interests in VUE.

(3) Impairment charges in 2010 related to the Shoebuy reporting unit, in 2009 related to the Search & Applications reporting unit and in 2008 related to the Connected Ventures reporting unit.

(4) On December 1, 2010, IAC exchanged (on a tax-free basis) the stock of a wholly-owned subsidiary that held our Evite, Gifts.com and IAC Advertising Solutions businesses and $217.9 million in cash for substantially all of Liberty's equity stake in IAC.

Ratio of earnings to fixed charges

The following table below presents IAC's ratio of earnings to fixed charges for the years ended December 31, 2012, 2011, 2010, 2009 and 2008. For purposes of determining the ratio of earnings to fixed charges, earnings consist of earnings (loss) from continuing operations before income taxes and equity in (losses) income of unconsolidated affiliates, fixed charges, dividends received from an equity investee and IAC's share of pre-tax losses of an equity investee for which charges arising from a guarantee are included in fixed charges. Fixed charges consist of interest expense, amortization of debt issuance costs and an estimated amount of rental expense that is deemed to be representative of the interest factor. The information set forth below should be read together with our financial statements, including the notes thereto, included in Form 8-K, filed May 3, 2013, which is incorporated by reference into this prospectus.

	Year ended December 31,				
	2012	2011	2010	2009	2008
Ratio of earnings to fixed charges	22.0x	14.3x	5.5x	—(a)	3.4x

(a) Earnings (loss), as adjusted were inadequate to cover fixed charges by $933 million in 2009.

Use of proceeds

We will not receive cash proceeds from the issuance of the exchange notes under the exchange offer. In consideration for issuing the exchange notes in exchange for old notes as described in this prospectus, we will receive old notes of equal principal amount. The old notes surrendered in exchange for the exchange notes will be retired and cancelled.

Description of the exchange notes

As used below in this "Description of the exchange notes" section, the "**Issuer**" means IAC/InterActiveCorp, a Delaware corporation, and its successors, but not any of its subsidiaries. The Issuer issued the old notes, and will issue the exchange notes (the "**Notes**") described in this prospectus under the Indenture, dated as of December 21, 2012 (the "**Indenture**"), among the Issuer, the Guarantors (as defined in this "Description of the exchange notes") and Computershare Trust Company, N.A., as trustee (the "**Trustee**"). The terms of the Notes include those set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act.

The following is a summary of the material terms and provisions of the Indenture, the Notes and the Note Guarantees. The following summary does not purport to be a complete description of these documents and is subject to the detailed provisions of, and qualified in its entirety by reference to, the Indenture and the Notes. You can find definitions of certain terms used in this description under "—Certain definitions."

Principal, maturity and interest

The Notes will mature on December 15, 2022. The Notes will bear interest at the rate shown on the cover page of this prospectus, payable on June 15 and December 15 of each year, commencing on June 15, 2013 to Holders of record at the close of business on June 1 or December 1, as the case may be, immediately preceding the relevant interest payment date. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

The Notes will be issued in registered form, without coupons, and in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

An aggregate principal amount of Notes equal to $500,000,000 is being issued in this offering. The Issuer may issue additional Notes having identical terms and conditions to the Notes being issued in this offering, except for issue date, issue price and first interest payment date, in an unlimited aggregate principal amount (the "**Additional Notes**"), subject to compliance with the covenants described under "—Certain covenants—Limitations on incurrence of indebtedness." Any Additional Notes will be part of the same issue as the Notes being issued in this offering and will be treated as one class with the Notes being issued in this offering, including for purposes of voting, redemptions and offers to purchase. For purposes of this "Description of the exchange notes" section except for the covenants described under "—Certain covenants—Limitations on incurrence of indebtedness" references to the Notes include Additional Notes, if any.

Methods of receiving payments on the notes

If a Holder has given wire transfer instructions to the Issuer at least ten Business Days prior to the applicable payment date, the Issuer will make all payments on such Holder's Notes by wire transfer of immediately available funds to the account specified in those instructions. Otherwise, payments on the Notes will be made at the office or agency of the paying agent (the "**Paying Agent**") for the Notes within the City and State of New York unless the Issuer elects to make interest payments by check mailed to the Holders at their addresses set forth in the register of Holders.

Ranking

The Notes offered hereby will be general unsubordinated unsecured obligations of the Issuer. The Notes will rank senior in right of payment to all existing and future obligations of the Issuer that are, by their terms, expressly subordinated in right of payment to the Notes and *pari passu* in right of payment with all existing and future obligations of the Issuer that are not so subordinated. Each Note Guarantee (as defined below) will be a general unsubordinated unsecured obligation of the applicable

Guarantor and will rank senior in right of payment to all existing and future obligations of such Guarantor that are, by their terms, expressly subordinated in right of payment to such Note Guarantee and *pari passu* in right of payment with all existing and future obligations of such Guarantor that are not so subordinated. See "—Note Guarantees."

As of December 31, 2012, the Issuer and the Guarantors had approximately $596 million aggregate principal amount of indebtedness outstanding and $300 million of availability under the Credit Agreement, which ranks (or will rank, if drawn) equally with the Notes in right of payment. Although the Indenture contains limitations on the amount of additional Indebtedness that the Issuer and the Restricted Subsidiaries may incur, under certain circumstances, the amount of such Indebtedness could be substantial. See "—Certain covenants—Limitations on incurrence of indebtedness."

The Notes and each Note Guarantee will be effectively subordinated to any secured obligations to the extent of the value of the assets of the Issuer and the relevant Guarantor securing such obligations. As of December 31, 2012, the Issuer and the Guarantors had approximately $80 million of secured indebtedness outstanding (including outstanding amounts under the Credit Agreement) and $300 million of availability under the Credit Agreement, all of which ranks equally in right of payment with the Notes but is effectively senior to the Notes with respect to the assets securing such indebtedness. Although the Indenture contains limitations on the amount of additional secured Indebtedness that the Issuer and the Restricted Subsidiaries may incur, under certain circumstances, the amount of such secured Indebtedness could be substantial. See "—Certain covenants—Limitations on incurrence of indebtedness" and "—Limitations on liens."

Not all of our Subsidiaries will guarantee the Notes. On the Issue Date our Material Domestic Subsidiaries were Guarantors. Our Non-Material Domestic Subsidiaries, Unrestricted Subsidiaries and Foreign Subsidiaries were not Guarantors on the Issue Date and are not required to become Guarantors. As a result, unless the Issuer shall cause any such Subsidiary to become a Guarantor pursuant to the terms of the Indenture, the Notes and each Note Guarantee will be structurally subordinated to all existing and future obligations, including Indebtedness, of such non-guarantor Subsidiaries. Claims of creditors of these Subsidiaries, including trade creditors, will generally have priority as to the assets of these Subsidiaries over the claims of the Issuer and the Guarantors and the holders of Indebtedness of the Issuer and the Guarantors, including the Notes and the Note Guarantees. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor Subsidiaries, these non-guarantor Subsidiaries will pay the holders of their debts and their trade creditors before they will be able to distribute any of their assets to us. As of December 31, 2012, the subsidiary guarantors accounted for approximately $1.9 billion, or 49%, of our total consolidated assets. The subsidiary guarantors also accounted for approximately $2.0 billion, or 70% of our total consolidated revenue for the year ended December 31, 2012.

Note Guarantees

The Issuer's obligations under the Notes and the Indenture are jointly and severally guaranteed (the "**Note Guarantees**") by any Subsidiary that guarantees the obligations under the Credit Agreement or any Capital Markets Indebtedness and any other Restricted Subsidiary that the Issuer shall otherwise cause to become a Guarantor pursuant to the terms of the Indenture. On the Issue Date, our Non-Material Domestic Subsidiaries, Unrestricted Subsidiaries and Foreign Subsidiaries were not Guarantors, and therefore the Notes and the related Note Guarantees will be structurally subordinated to all existing and future obligations of such non-guarantor Subsidiaries. See "—Ranking."

As of the Issue Date, all of our Subsidiaries were Restricted Subsidiaries. However, under the circumstances described below under "—Certain covenants—Limitations on designation of unrestricted subsidiaries," the Issuer will be permitted to designate any of its Subsidiaries, other than any Subsidiary that continues to guarantee the obligations under the Credit Agreement or Capital Markets

Indebtedness permitted to be incurred under the Indenture, as "Unrestricted Subsidiaries." The effect of designating a Subsidiary as an "Unrestricted Subsidiary" will be that:

- an Unrestricted Subsidiary will not be subject to any of the restrictive covenants in the Indenture;
- a Subsidiary that is a Guarantor and that is designated an Unrestricted Subsidiary will be released from its Note Guarantee and its obligations under the Indenture; and
- the assets, income, cash flow and other financial results of an Unrestricted Subsidiary will not be consolidated with those of the Issuer for purposes of calculating compliance with the restrictive covenants contained in the Indenture other than to the extent such assets, income, cash flow and other financial results are included in Consolidated Net Income.

See "—Certain covenants—Limitations on designation of unrestricted subsidiaries."

The obligations of each Guarantor under its Note Guarantee will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor (including, without limitation, any guarantees under the Credit Agreement) and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Note Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. Each Guarantor that makes a payment for distribution under its Note Guarantee is entitled to a contribution from each other Guarantor in a pro rata amount based on adjusted net assets of each Guarantor.

A Guarantor will be released from its obligations under its Note Guarantee and its obligations under the Indenture:

(1) in the event of dissolution of such Guarantor;

(2) if such Guarantor is designated as an Unrestricted Subsidiary or otherwise ceases to be a Restricted Subsidiary, in each case in accordance with the provisions of the Indenture, upon effectiveness of such designation or when it first ceases to be a Restricted Subsidiary, respectively;

(3) upon the release or discharge of any guarantee by such Guarantor of the Credit Agreement or any Capital Markets Indebtedness except a discharge or release by or as a result of payment under such other guarantee; or

(4) upon the exercise of the legal defeasance option or covenant defeasance option as described under "—Legal defeasance and covenant defeasance" or if the obligations under the Indenture are discharged in accordance with the terms of the Indenture.

The Indenture requires the Issuer to cause any Subsidiary that guarantees the Credit Agreement or any Capital Markets Indebtedness to Guarantee the Notes. See "—Certain Covenants—Additional Note Guarantees."

Mandatory redemption

The Issuer will not be required to redeem the Notes prior to maturity. However, we may at any time and from time to time acquire Notes in the open market or otherwise and we may under certain circumstances be required to purchase Notes as described under "—Change of control" and "—Optional redemption."

Optional redemption

Except as set forth below, the Issuer will not be entitled to redeem the Notes at its option.

At any time prior to December 15, 2017, the Issuer may redeem all or a part of the Notes, upon notice as described under the heading "—Selection and notice of redemption," at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption (the "**Redemption Date**"), subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date.

On and after December 15, 2017, the Issuer may redeem the Notes, in whole or in part, upon notice as described under the heading "—Selection and notice of redemption," at the redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest thereon and Additional Interest, if any, to the applicable Redemption Date, subject to the right of Holders of Notes of record on the relevant record date to receive interest due on the relevant interest payment date, if redeemed during the twelve-month period beginning on December 15, of each of the years indicated below:

Year	Percentage
2017	102.375%
2018	101.583%
2019	100.792%
2020 and thereafter	100.000%

In addition, until December 15, 2015, the Issuer may, at its option, on one or more occasions redeem up to 40% of the aggregate principal amount of Notes at a redemption price equal to 104.750% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon and Additional Interest, if any, to the applicable Redemption Date, subject to the right of Holders of Notes of record on the relevant record date to receive interest due on the relevant interest payment date, with the net cash proceeds of one or more Equity Offerings; *provided* that at least 50% of the sum of the aggregate principal amount of (x) Notes originally issued under the Indenture and (y) any Additional Notes issued under the Indenture after the Issue Date remains outstanding immediately after the occurrence of each such redemption; *provided, further,* that each such redemption occurs within 90 days of the date of closing of each such Equity Offering.

"**Adjusted Treasury Rate**" means, with respect to any Redemption Date:

- the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life (as defined below), yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or

- if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

The Adjusted Treasury Rate shall be calculated on the third Business Day preceding the redemption date. Any weekly average yields calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward.

"**Applicable Premium**" means, with respect to any Note on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of such Note; and

(2) the excess, if any, of (a) the present value at such Redemption Date of (i) the redemption price of such Note at December 15, 2017 (such redemption price being set forth in the table appearing above), plus (ii) all required interest payments due on such Note through December 15, 2017 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Adjusted Treasury Rate as of such Redemption Date plus 50 basis points; over (b) the principal amount of such Note.

Calculation of the Applicable Premium will be made by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate; *provided* that such calculation or the correctness thereof shall not be a duty or obligation of the Trustee.

"**Comparable Treasury Issue**" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the period from the relevant Redemption date to December 15, 2017 that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to such period ("**Remaining Life**").

"**Comparable Treasury Price**" means (1) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"**Independent Investment Banker**" means one of the Reference Treasury Dealers appointed by us.

"**Reference Treasury Dealer**" means any primary U.S. Government securities dealer in New York City selected by us.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

Selection and notice of redemption

In the event that less than all of the Notes are to be redeemed at any time pursuant to an optional redemption, selection of the Notes for redemption will be made on a pro rata basis (if the Notes are issued in physical form) or in accordance with DTC's applicable procedures (if the Notes are issued in global form) and in each case, if the Notes are listed on a national securities exchange, in compliance with the requirements of the principal national securities exchange on which the Notes are listed; *provided, however*, that no Notes of a principal amount of $2,000 or less shall be redeemed in part. In addition, if a partial redemption is made pursuant to the provisions described under "—Optional redemption," selection of the Notes or portions thereof for redemption shall be made by the Trustee only on a *pro rata* basis or on as nearly a *pro rata* basis as is practicable (subject to the procedures of The Depository Trust Company), unless that method is otherwise prohibited.

Notice of redemption will be mailed by first-class mail at least 30 but not more than 60 days before the date of redemption to each Holder of Notes to be redeemed at its registered address, except

that redemption notices may be mailed more than 60 days prior to a Redemption Date if the notice is issued in connection with a satisfaction and discharge of the Indenture. If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note will be issued in the name of the Holder of the Note upon cancellation of the original Note. On and after the date of redemption, interest will cease to accrue on Notes or portions thereof called for redemption so long as the Issuer has deposited with the Paying Agent for the Notes funds in satisfaction of the redemption price (including accrued and unpaid interest on the Notes to be redeemed) pursuant to the Indenture.

Any redemption or notice may, at the Issuer's option, be subject to the satisfaction of one or more conditions precedent. In addition, if such redemption or notice is subject to satisfaction of one or more conditions precedent, such notice shall state that, in the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the Redemption Date so delayed.

The Issuer may provide in any notice that payment of the redemption price and accrued and unpaid interest, if any, and the performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

Change of control

If a Change of Control Triggering Event (as defined below) occurs with respect to the Notes, unless the Issuer has exercised its right to redeem the Notes as described above, the Issuer will be required to make an offer to repurchase all or, at the Holder's option, any part (equal to $2,000 or any integral multiple of $1,000 in excess thereof) of each Holder's Notes pursuant to a Change of Control Offer (as defined below).

In the Change of Control Offer, the Issuer will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes to be purchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but not including, the date of purchase (the "**Change of Control Payment**").

Within 30 days following any Change of Control Triggering Event with respect to the Notes, unless the Issuer has exercised its right to redeem the Notes as described above, the Issuer will be required to mail a notice to Holders of Notes, with a copy to the Trustee for the Notes, describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes (a "**Change of Control Offer**") on the date specified in the notice, which date will be no earlier than 30 and no later than 60 days from the date such notice is mailed (the "**Change of Control Payment Date**"), pursuant to the procedures required by the Indenture and described in such notice. The Issuer must comply with the requirements of applicable securities laws and regulations in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event.

On the Change of Control Payment Date, the Issuer will be required, to the extent lawful, to:

- accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;
- deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will be required to promptly mail or transfer by wire, to each Holder who properly tendered Notes or portions thereof, the purchase price for such Notes or portion thereof, and the Trustee will be required to promptly authenticate and mail (or cause to be transferred by book entry) to each such Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us and such third party purchases all Notes or portions thereof properly tendered and not withdrawn under its offer. In the event that such third party terminates or defaults its offer, the Issuer will be required to make a Change of Control Offer treating the date of such termination or default as though it were the date of the Change of Control Triggering Event.

A Change of Control Offer may be made in advance of a Change of Control Triggering Event, and be conditional upon such Change of Control Triggering Event, if a definitive agreement is in place in respect of the Change of Control at the time of making of the Change of Control Offer.

For purposes of the repurchase provisions of the Notes, the following terms will be applicable:

(i) "**Below Investment Grade Rating Event**" means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on the date of the first public notice of an arrangement that would result in a Change of Control and ending at the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Holders of Notes in writing at their request that the reduction was the result, in whole or in part, of any event or circumstance comprising or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event);

(ii) "**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event occurring in respect of that Change of Control;

(iii) "**Investment Grade Rating**" means a rating equal to or higher than Baa3 (or the equivalent) if by Moody's and BBB- (or the equivalent) if by Standard & Poor's;

(iv) "**Moody's**" means Moody's Investors Service, Inc. and any successor to its rating agency business;

(v) "**Rating Agencies**" means (1) each of Moody's and Standard & Poor's; and (2) if any of Moody's or Standard & Poor's ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of our control, a "nationally recognized statistical rating organization" as such term is defined for purposes of Section 3(a)(62) of the Exchange Act, that the Issuer selects (as certified by an Officer of ours) as a replacement agency for Moody's or Standard & Poor's, or both of them, as the case may be; and

(vi) "**Standard & Poor's**" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and any successor to its rating agency business.

Certain covenants

The Indenture contains, among others, the following covenants:

Limitations on incurrence of indebtedness

(a) The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, incur any Indebtedness; *provided* that the Issuer or any Restricted Subsidiary may incur additional Indebtedness, in each case, if as of the date of incurrence, after giving effect to such incurrence and the application of the proceeds therefrom, the Consolidated Leverage Test would be satisfied (the "**Leverage Ratio Exception**").

(b) Notwithstanding the above, each of the following shall be permitted (the "**Permitted Indebtedness**"):

(1) Indebtedness of the Issuer and any Restricted Subsidiary under Credit Facilities (including the Credit Agreement) in an aggregate principal amount at any time outstanding not to exceed $400.0 million;

(2) the Notes (other than Additional Notes) and the related Note Guarantees and the Exchange Notes or guarantees related thereto;

(3) Indebtedness of the Issuer and the Restricted Subsidiaries to the extent outstanding on the Issue Date (other than Indebtedness referred to in clause (1), (2) or (4));

(4) (x) Indebtedness of the Issuer owed to any Restricted Subsidiary or of a Restricted Subsidiary owed to any other Restricted Subsidiary or the Issuer and (y) guarantees by any Restricted Subsidiary or the Issuer of any Indebtedness of the Issuer or any other Restricted Subsidiary; *provided*, *however*, that upon any such Indebtedness being owed to any Person other than the Issuer or a Restricted Subsidiary or any such guarantee being of Indebtedness of any Person other than the Issuer or a Restricted Subsidiary, as applicable, the Issuer or such Restricted Subsidiary, as applicable, shall be deemed to have incurred Indebtedness not permitted by this clause (4);

(5) Indebtedness in respect of bid, performance, surety bonds or completion bonds issued for the account of the Issuer or any Restricted Subsidiary in the ordinary course of business, including guarantees or obligations of the Issuer or any Restricted Subsidiary with respect to letters of credit supporting such bid, performance, surety or completion obligations;

(6) Purchase Money Indebtedness or Capitalized Lease Obligations incurred by the Issuer or any Restricted Subsidiary, and Refinancing Indebtedness thereof in an aggregate amount not to exceed at any time outstanding the greater of $75 million or 2.0% of Total Assets as of the time of incurrence;

(7) Indebtedness arising (A) from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of incurrence or (B) under any customary cash pooling or cash management agreement with a bank or other financial institution in the ordinary course of business or (C) pursuant to any treasury transaction in the ordinary course of business;

(8) Indebtedness arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(9) Refinancing Indebtedness with respect to Indebtedness incurred pursuant to the Leverage Ratio Exception or clause (2), (3) or (6) above, this clause (9) or clause (11) or (12) below;

(10) indemnification, adjustment of purchase price, deferred purchase price, contingent consideration or other compensation or similar obligations, in each case, incurred or assumed in connection with the making of any Permitted Investment or the acquisition or disposition of any business or assets of the Issuer or any Restricted Subsidiary or Equity Interests of a Restricted Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Equity Interests for the purpose of financing or in contemplation of any such acquisition; *provided* that, in the case of a disposition, the maximum aggregate liability in respect of all such obligations incurred or assumed in connection with such disposition outstanding under this clause (10) shall at no time exceed the gross proceeds (including Fair Market Value of noncash proceeds measured at the time such noncash proceeds are received) actually received by the Issuer and its Restricted Subsidiaries in connection with such disposition;

(11) Indebtedness of Subsidiaries that are not Guarantors if, after giving effect to such incurrence and the application of the proceeds thereof, the aggregate principal amount of such indebtedness at any time outstanding and Refinancing Indebtedness thereof does not exceed the greater of $75 million or 2.0% of Total Assets as of the time of incurrence (less the amount of any Indebtedness secured by a Lien permitted under clause (25) of the definition of "Permitted Liens" which Indebtedness is not incurred pursuant to this clause (11));

(12) Acquired Indebtedness; provided that the Issuer would be permitted to incur an additional $1.00 of Indebtedness under the Consolidated Leverage Test or the Consolidated Leverage Ratio for the Issuer and its Restricted Subsidiaries, calculated after giving effect to such incurrence and on a pro forma basis, would be less than or equal to the Consolidated Leverage Ratio for the Issuer and its Restricted Subsidiaries immediately prior to such transaction;

(13) Guarantees by the Issuer or any Restricted Subsidiary of any Indebtedness permitted pursuant to clauses (1) to (12) above and clauses (14) and (22) below;

(14) Indebtedness of the Issuer or any Restricted Subsidiary in an aggregate amount not to exceed at any time outstanding the greater of $200.0 million or 5.0% of Total Assets as of the time of incurrence;

(15) Indebtedness representing deferred compensation incurred in the ordinary course of business;

(16) Indebtedness supported by a letter of credit, bank guarantee or similar instrument, in principal amount not in excess of the stated amount of such letter of credit, bank guarantee or similar instrument;

(17) Any Indebtedness in respect of sale and leaseback transactions in an aggregate amount at any time outstanding not to exceed the greater of $25.0 million and 1.0% of Total Assets.

(18) the disposition of accounts receivable in connection with receivables factoring arrangements in the ordinary course of business;

(19) Indebtedness of the Issuer consisting of obligations for the payment of letters of credit in commitment amounts not to exceed $10.0 million in the aggregate at any one time outstanding, excluding commitment amounts for any letters of credit issued pursuant to the Credit Facilities;

(20) any guarantee by the Issuer or any of its Restricted Subsidiaries, in the ordinary course of business, of obligations of suppliers, customers, franchisees and licensees of the Issuer or any of its Restricted Subsidiaries;

(21) unsecured Indebtedness in respect of obligations of the Issuer or any of its Restricted Subsidiaries to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms (which require that all such payments be made within 60 days after the incurrence of the related obligations) in the ordinary course of business and not in connection with the borrowing of money; and

(22) reimbursement obligations with respect to letters of credit, bank guarantees, warehouse receipts or similar instruments issued in the ordinary course of business, and Indebtedness of the Issuer in respect of letters of credit issued by the Issuer for its own account or for the account of any of its Restricted Subsidiaries.

For purposes of determining compliance with this covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (1) through (22) above or is entitled to be incurred pursuant to the Leverage Ratio Exception, the Issuer shall, in its sole discretion, classify such item of Indebtedness and may divide, classify and later reclassify such Indebtedness in more than one of the types of Indebtedness described above (*provided* that at the time of reclassification it meets the criteria in such category or categories), except that Indebtedness outstanding under the Credit Agreement and the Notes issued on the Issue Date (and any Exchange Notes and guarantees thereof) shall be deemed to have been incurred under clauses (1) and (2), respectively, above. In addition, for purposes of determining any particular amount of Indebtedness under this covenant, guarantees, Liens or letter of credit obligations supporting Indebtedness otherwise included in the determination of such particular amount shall not be included so long as incurred by a Person that could have incurred such Indebtedness.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed or first incurred (whichever yields the lower U.S. dollar equivalent), in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long the Indebtedness represented by such guarantees, Liens or letter of credit obligations was incurred in compliance with this covenant.

Accrual of interest, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest in the form of additional Indebtedness of the same class will not be deemed to be an incurrence of Indebtedness for purposes of this covenant.

Limitations on restricted payments

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, make any Restricted Payment unless at the time of such Restricted Payment:

(1) no Default shall have occurred and be continuing or shall occur as a consequence thereof; and

(2) after making such Restricted Payment the Consolidated Leverage Test would be satisfied.

The foregoing provisions will not prohibit:

(1) the payment by the Issuer or any Restricted Subsidiary of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration thereof or giving the notice of the redemption, if on the date of declaration or notice the payment would have complied with the provisions of the Indenture (assuming, in the case of redemption, the giving of the notice would have been deemed to be a Restricted Payment at such time and such deemed Restricted Payment would have been permitted at such time);

(2) the redemption of any Equity Interests of the Issuer in exchange for, or out of the proceeds of the substantially concurrent issuance and sale of, Qualified Equity Interests;

(3) the purchase, repurchase, redemption, defeasance, retirement for value or other acquisition of Subordinated Indebtedness of the Issuer or any Restricted Subsidiary (a) in exchange for, or out of the proceeds of the issuance and sale of Qualified Equity Interests within the preceding six months, (b) in exchange for, or out of the proceeds of the substantially concurrent incurrence of, Refinancing Indebtedness permitted to be incurred under "—Limitations on incurrence of indebtedness" and the other terms of the Indenture or (c) upon a Change of Control or in connection with a sale of assets to the extent required by the agreement governing such Subordinated Indebtedness but only if the Issuer shall have complied with the covenants described under "—Change of control" (to the extent applicable) and purchased all Notes validly tendered pursuant to the relevant offer prior to redeeming such Subordinated Indebtedness or (d) deemed to occur as a result of the conversion of all or a portion of such Subordinated Indebtedness into Equity Interests of the Issuer;

(4) repurchase, redemption or other acquisition for value by the Issuer of, Equity Interests of the Issuer held by officers, directors or employees or former officers, directors or employees of the Issuer and any Restricted Subsidiary (or their transferees, estates or beneficiaries under their estates), upon their death, disability, retirement, severance or termination of employment or service; *provided* that the aggregate cash consideration paid for all such redemptions shall not exceed $10 million during any twelve consecutive months (with unused amounts in any period being carried over to succeeding periods); *provided, further*, that cancellation of Indebtedness owing to the Issuer or any Restricted Subsidiary from any current or former officer, director or employee (or any permitted transferees thereof) of the Issuer or any of its Restricted Subsidiaries (or any direct or indirect parent company thereof), in connection with a repurchase of Equity Interests of the Issuer from such Persons will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provisions of the Indenture;

(5) repurchases of Equity Interests deemed to occur (a) upon the exercise of stock options, warrants, or similar rights if the Equity Interests represent all or a portion of the exercise price thereof or (b) in connection with the satisfaction of any withholding tax obligations incurred relating to the vesting or exercise of stock options, warrants, restricted stock units or similar rights;

(6) any Restricted Payment made out of the net cash proceeds of the substantially concurrent sale of, or made by exchange for, Qualified Equity Interests of the Issuer (other than Qualified Equity Interests issued or sold to a Restricted Subsidiary of the Issuer or an employee stock ownership plan or to a trust established by the Issuer or any of its Restricted Subsidiaries for the benefit of their employees) or a substantially concurrent cash capital contribution received by the Issuer from its stockholders;

(7) Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans for current or former directors, management, employees or consultants of the Issuer and its Restricted Subsidiaries;

(8) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries that complies with the provisions of "—Limitations on mergers, consolidations, etc."; *provided* that, as a result of such consolidation, merger or transfer of assets, the Issuer has made or will make a Change of Control Offer pursuant to the covenant described above under the caption "—Change of Control" (if required) and any notes tendered in connection therewith have been or will be repurchased; and

(9) other Restricted Payments not otherwise permitted under the Indenture in an aggregate amount from and after the Issue Date not to exceed the greater of $50.0 million or 2.0% of Total Assets, calculated as of the date on which any Restricted Payment pursuant to this clause (9) is made;

provided that in the case of any Restricted Payment pursuant to clause (3), (7) or (9) above, no Default shall have occurred and be continuing or occur as a consequence thereof.

For purposes of this covenant, if a particular Restricted Payment involves a non-cash payment, including a distribution of assets, then such Restricted Payment shall be deemed to be an amount equal to the cash portion of such Restricted Payment, if any, plus an amount equal to the Fair Market Value of the non-cash portion of such Restricted Payment. In addition, for purposes of determining compliance with this covenant, in the event that a Restricted Payment meets the criteria of more than one of the types of Restricted Payments described above, the Issuer may order and classify, and from time to time may reclassify, such Restricted Payment if that classification would have been permitted at the time such Restricted Payment was made and at the time of the reclassification.

Limitations on dividend and other restrictions affecting restricted subsidiaries

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(a) pay dividends or make any other distributions on or in respect of its Equity Interests held by the Issuer or a Restricted Subsidiary;

(b) make loans or advances or pay any Indebtedness or other obligation owed to the Issuer or any Guarantor; or

(c) transfer any of its assets to the Issuer or any Guarantor;

except for:

(1) encumbrances or restrictions existing under or by reason of applicable law, regulation or order;

(2) encumbrances or restrictions existing under the Indenture, the Notes, the Note Guarantees and Exchange Notes (and any guarantees thereof);

(3) non-assignment provisions of any contract or any lease entered into in the ordinary course of business;

(4) encumbrances or restrictions existing under agreements existing on the Issue Date (including, without limitation, the Credit Agreement) as in effect on that date;

(5) encumbrances or restrictions relating to any Lien permitted under the Indenture imposed by the holder of such Lien that limit the right of the relevant obligor to transfer assets that are subject to such Lien;

(6) encumbrances or restrictions imposed under any agreement to sell assets, including Qualified Equity Interests of such Restricted Subsidiary, permitted under the Indenture to any Person pending the closing of such sale;

(7) any instrument or agreement governing Acquired Indebtedness, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(8) any other instrument or agreement entered into after the Issue Date that contains encumbrances and restrictions that, as determined by the Issuer, will not materially adversely affect the Issuer's ability to make principal or interest payments on the Notes;

(9) customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements, shareholder agreements and other similar agreements;

(10) Purchase Money Indebtedness or Capitalized Lease Obligations incurred in compliance with the covenant described under "—Limitations on incurrence of indebtedness" that impose restrictions of the nature described in clause (c) above on the assets acquired;

(11) encumbrances or restrictions on cash or other deposits or net worth imposed by suppliers, customers or landlords under contracts entered into in the ordinary course of business;

(12) with respect to clause (c) only, any encumbrance or restriction consisting of customary nonassignment provisions in leases governing leasehold interests, licenses, joint venture agreements and agreements similar to any of the foregoing to the extent such provisions restrict the transfer of the property subject to such leases, licenses, joint venture agreements or similar agreements;

(13) with respect to clause (c) only, any encumbrance or restriction contained in security agreements or mortgages securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restriction restricts the transfer of the property subject to such security agreements or mortgages; and

(14) any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, agreements, instruments or obligations referred to in clauses (1) through (13) above; *provided* that, as determined by the Issuer, such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings (a) are not materially more restrictive with respect to such encumbrances and restrictions than those prior to such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings or (b) as determined by the Issuer, will not materially adversely affect the Issuer's ability to make principal or interest payments on the Notes.

Limitations on transactions with affiliates

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, in one transaction or a series of related transactions, sell, lease, transfer or otherwise dispose of any of its assets to, or purchase any assets from, or enter into any contract, agreement, loan, advance or guarantee with, or for the benefit of, any Affiliate involving payment or consideration in excess of $5 million (an "**Affiliate Transaction**"), unless, as determined by the Issuer, such Affiliate Transaction is on terms that are no less favorable to the Issuer or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction at such time on an arm's-length basis by the Issuer or that Restricted Subsidiary from a Person that is not an Affiliate of the Issuer or that Restricted Subsidiary.

The foregoing restrictions shall not apply to:

(1) transactions between or among the Issuer and its Restricted Subsidiaries not involving any other Affiliate;

(2) as determined by the Issuer, reasonable director, officer and employee compensation (including bonuses) and other benefits (including retirement, health, and stock compensation plans) and indemnification arrangements and performance of such arrangements;

(3) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise, in each case pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans in the ordinary course of business;

(4) Permitted Investments;

(5) Restricted Payments which are made in accordance with the covenant described under "—Limitations on restricted payments";

(6) (x) any agreement or arrangement in effect on the Issue Date, as in effect on the Issue Date or as thereafter amended or replaced in any manner, that, taken as a whole, is not more disadvantageous to the Holders or the Issuer in any material respect than such agreement or arrangement as it was in effect on the Issue Date or (y) any transaction pursuant to any agreement or arrangement referred to in the immediately preceding clause (x);

(7) any transaction with a joint venture or similar entity which would constitute an Affiliate Transaction solely because the Issuer or a Restricted Subsidiary owns an Equity Interest in or otherwise controls such joint venture or similar entity;

(8) ordinary overhead arrangements in which any Subsidiary participates;

(9) (a) any transaction with an Affiliate where the only consideration paid by the Issuer or any Restricted Subsidiary is Qualified Equity Interests or (b) the issuance or sale of any Qualified Equity Interests;

(10) any transaction entered into by a Person prior to the time such Person becomes a Restricted Subsidiary or is merged or consolidated into the Issuer or a Restricted Subsidiary;

(11) the issuance or sale of any Qualified Equity Interest of the Issuer to any Person; and

(12) any employment agreements entered into by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business and the transactions pursuant thereto.

Limitations on liens

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, assume or permit or suffer to exist any Lien (other than Permitted Liens) of any nature whatsoever against any assets (including Equity Interests of a Restricted Subsidiary) of the Issuer or any Restricted Subsidiary, whether owned at the Issue Date or thereafter acquired, which Lien secures Indebtedness or Hedging Obligations unless:

(1) in the case of Liens securing Indebtedness that is Subordinated Indebtedness, the Notes or the Note Guarantee of such Restricted Subsidiary, if any, are secured by a Lien on such assets that is senior in priority to such Liens; and

(2) in all other cases, the Notes or the Note Guarantee of such Restricted Subsidiary, if any, are secured equally and ratably with or prior to such Liens;

provided that any Lien which is granted to secure the Notes or any Note Guarantee under this covenant shall be discharged at the same time as the discharge of the Lien that gave rise to the obligation to so secure the Notes or such Note Guarantee, as the case may be.

Limitations on designation of unrestricted subsidiaries

At any time prior to a Suspension Event (or after the Reversion Date with respect thereto), the Issuer may designate any Subsidiary (including any newly formed or newly acquired Subsidiary) of the Issuer as an "Unrestricted Subsidiary" under the Indenture (a "**Designation**") only if:

(1) no Default shall have occurred and be continuing at the time of or after giving effect to such Designation; and

(2) at the time of and immediately after giving effect to such Designation, the Consolidated Leverage Test would be satisfied.

No Subsidiary shall be Designated as an "Unrestricted Subsidiary" unless such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt and other obligations arising by operation of law, including joint and several liability for taxes, ERISA obligations and similar items, except, in each case, pursuant to Investments which are made in accordance with the covenant described under "—Limitations on restricted payments";

(2) is not party to any agreement, contract, arrangement or understanding with the Issuer or any Restricted Subsidiary unless the terms of the agreement, contract, arrangement or understanding comply with the covenant described above under "—Limitations on transactions with affiliates"; and

(3) is a Person with respect to which neither the Issuer nor any Restricted Subsidiary has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve the Person's financial condition or to cause the Person to achieve any specified levels of operating results, except, in each case, pursuant to Investments which are made in accordance with the covenant described under "—Limitations on restricted payments."

If, at any time, any Unrestricted Subsidiary fails to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture on the date that is 30 days after an Officer of the Issuer has obtained knowledge of such failure (unless such failure has been cured by such date), and any Indebtedness of the Subsidiary and any Liens on assets of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary at such time and, if the Indebtedness is not permitted to be incurred under the covenant described under "—Limitations on incurrence of indebtedness" or the Lien is not permitted under the covenant described under "—Limitations on liens," the Issuer shall be in default of the applicable covenant.

The Issuer may redesignate an Unrestricted Subsidiary as a Restricted Subsidiary (a "**Redesignation**") only if:

(1) no Default shall have occurred and be continuing at the time of and after giving effect to such Redesignation; and

(2) all Liens, Indebtedness and Investments of such Unrestricted Subsidiary outstanding immediately following such Redesignation would, if incurred or made at such time, have been permitted to be incurred or made for all purposes of the Indenture.

All Designations and Redesignations must be evidenced by an Officer's Certificate certifying compliance with the foregoing provisions delivered to the Trustee.

Limitations on mergers, consolidations, etc.

The Issuer will not, directly or indirectly, in a single transaction or a series of related transactions, (a) consolidate or merge with or into another Person, or sell, lease, transfer, convey or otherwise dispose of all or substantially all of the assets of the Issuer or the Issuer and the Restricted Subsidiaries (taken as a whole) or (b) adopt a Plan of Liquidation unless, in either case:

(1) either:

(a) the Issuer will be the surviving or continuing Person; or

(b) the Person formed by or surviving such consolidation or merger or to which such sale, lease, transfer, conveyance or other disposition shall be made (or, in the case of a Plan of Liquidation, any Person to which assets are transferred) (collectively, the "**Successor**") is a corporation, limited liability company or limited partnership organized and existing under the laws of any State of the United States of America or the District of Columbia, and the Successor expressly assumes, by supplemental indenture in form and substance reasonably satisfactory to the Trustee, all of the obligations of the Issuer under the Notes, the Indenture and, if applicable the Registration Rights Agreement;

(2) immediately prior to and immediately after giving effect to such transaction and the assumption of the obligations as set forth in clause (1)(b) above and the incurrence of any Indebtedness to be incurred in connection therewith, and the use of any net proceeds therefrom on a pro forma basis, no Default shall have occurred and be continuing;

(3) immediately after and giving effect to such transaction and the assumption of the obligations set forth in clause (1)(b) above and the incurrence of any Indebtedness to be incurred in connection therewith, and the use of any net proceeds therefrom on a pro forma basis, either (i) the Consolidated Leverage Test would be satisfied or (ii) the Successor would have a Consolidated Leverage Ratio that is less than or equal to the Consolidated Leverage Ratio of the Issuer immediately prior to the transaction;

(4) each Guarantor, unless it is the other party to such transactions, in which case clause (1)(b) of the second succeeding paragraph shall apply, shall have, by supplemental indenture, confirmed that its Guarantee shall apply to such Person's obligations under the Indenture and the Notes; and

(5) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this covenant and the applicable provisions of the Indenture.

For purposes of this covenant, any Indebtedness of the Successor which was not Indebtedness of the Issuer immediately prior to the transaction shall be deemed to have been incurred in connection with such transaction.

Except as provided in the fourth paragraph under "—Note Guarantees," no Guarantor may consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, unless:

(1) either:

(a) such Guarantor will be the surviving or continuing Person; or

(b) the Person formed by or surviving any such consolidation or merger is another Guarantor or assumes, by agreements in form and substance reasonably satisfactory to the Trustee, all of the obligations of such Guarantor under the Note Guarantee of such Guarantor, the Indenture and, if applicable, the Registration Rights Agreement;

(2) immediately after giving effect to such transaction, no Default shall have occurred and be continuing; and

(3) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this covenant and the applicable provisions of the Indenture.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries, the Equity Interests of which constitute all or substantially all of the properties and assets of the Issuer, will be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

Upon any consolidation or merger of the Issuer or a Guarantor, or any sale, lease, transfer, conveyance or other disposition of all or substantially all of the assets of the Issuer or Guarantor in accordance with the foregoing, in which the Issuer or such Guarantor is not the continuing obligor under the Notes or its Note Guarantee, the surviving entity formed by such consolidation or into which the Issuer or such Guarantor is merged or the Person to which the conveyance, lease or transfer is made will succeed to, and be substituted for, and may exercise every right and power of, the Issuer or such Guarantor, as they case may be, under the Indenture, the Registration Rights Agreement, the Notes and the Note Guarantees, as applicable, with the same effect as if such surviving entity had been named therein as the Issuer or such Guarantor and, except in the case of a lease, the Issuer or such Guarantor, as the case may be, will be released from the obligation to pay the principal of and interest on the Notes or in respect of its Note Guarantee, as the case may be, and all of the Issuer's or such Guarantor's other obligations and covenants under the Notes, the Indenture and its Note Guarantee, if applicable.

Notwithstanding the foregoing, any Restricted Subsidiary may consolidate with, merge with or into or sell, convey, transfer, lease or otherwise dispose of, in one transaction or a series of transactions, all or substantially all of its assets to the Issuer or another Restricted Subsidiary; *provided* if such Restricted Subsidiary is a Guarantor, that the surviving entity remains or becomes a Guarantor.

Additional Note Guarantees

If, after the Issue Date, (a) any Restricted Subsidiary (including any newly formed, newly acquired or newly Redesignated Restricted Subsidiary) guarantees the Credit Agreement or any Capital Markets Indebtedness of the Issuer or a Domestic Subsidiary or (b) the Issuer otherwise elects to have any Restricted Subsidiary become a Guarantor, then, in each such case, the Issuer shall cause such Restricted Subsidiary to:

(1) execute and deliver to the Trustee (a) a supplemental indenture in form and substance satisfactory to the Trustee pursuant to which such Restricted Subsidiary shall unconditionally guarantee all of the Issuer's obligations under the Notes and the Indenture and (b) a notation of guarantee in respect of its Note Guarantee; and

(2) deliver to the Trustee one or more opinions of counsel that such supplemental indenture (a) has been duly authorized, executed and delivered by such Restricted Subsidiary and (b) constitutes a valid and legally binding obligation of such Restricted Subsidiary in accordance with its terms (subject to customary qualifications).

Reports

The indenture will provide that so long as the notes are outstanding the Issuer will deliver to the trustee within 15 days after the filing of the same with the SEC, copies of the quarterly and annual reports and of the information, documents and other reports, if any, which the Issuer is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. The indenture will further provide that, notwithstanding that the Issuer may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as the notes are outstanding the Issuer will file with the SEC, to the extent permitted, and provide the trustee with such annual reports and such information, documents and other reports specified in Sections 13 and 15(d) of the Exchange Act.

In addition, the Issuer will make such information available to the holders of the notes upon reasonable request.

Notwithstanding the foregoing, the Issuer will be deemed to have furnished such reports referred to above to the trustee and the holders of the notes if the Issuer has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available.

For the avoidance of doubt, such information and reports referred to in this section shall not be required to contain separate financial information for Guarantors that would be required under Rule 3-10 of Regulation S-X promulgated by the SEC, except to the extent required by the rules and regulations of the SEC if such rules are actually applicable; *provided*, *however*, that the Trustee shall have no obligation to determine whether or not the Issuer shall have made such filings; *provided*, *further*, that if such full information is not provided, summary Guarantor/non-Guarantor information shall be provided consistent with the level of information in the offering memorandum dated December 18, 2012.

Delivery of such reports and information to the Trustee shall be for informational purposes only and the Trustee's receipt of them shall not constitute constructive notice of any information contained therein or determinable from information contained therein (including the Issuer's compliance with any of its covenants under the Indenture as to which the Trustee is entitled to rely exclusively on an Officer's Certificate).

Limitations on asset sales

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, consummate any Asset Sale unless at the time of such transaction and after giving effect thereto and to the use of proceeds thereof, (a) no Default shall have occurred and be continuing, (b) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration at least equal to the Fair Market Value of the assets sold or otherwise disposed of, and (c) in the case of an Asset Sale other than an Asset Swap, at least 75% of the consideration therefor received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; *provided* that the amount of:

(a) any liabilities (as reflected in the Issuer's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been shown on the Issuer's or such Restricted Subsidiary's balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on the date of such balance sheet) of the Issuer or such Restricted Subsidiary, other than liabilities that are by their terms expressly subordinated in right of payment to the Notes, that are assumed by the transferee of any such assets and for which the Issuer and all of its Restricted Subsidiaries have been validly released by all creditors in writing,

(b) any securities, notes or other similar obligations received by the Issuer or such Restricted Subsidiary from such transferee that are converted by the Issuer or such Restricted Subsidiary into

cash or Cash Equivalents (to the extent so converted) within 180 days following the closing of such Asset Sale, and

(c) any Designated Noncash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Noncash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed an amount equal to the greater of $100 million or 3.0% of Total Assets at the time of the receipt of such Designated Noncash Consideration, with the Fair Market Value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value,

shall be deemed to be cash or Cash Equivalents for purposes of this provision and for no other purpose.

Suspension event

If on any date following the Issue Date (i) the Notes have an Investment Grade Rating from both Moody's and Standard & Poor's, and the Issuer has delivered written notice of such Investment Grade Rating to the Trustee, and (ii) no Default has occurred and is continuing under the Indenture (a "**Suspension Event**"), then, beginning on that day and continuing at all times thereafter except as provided in the next succeeding paragraph, the covenants specifically listed under the following captions in this "Description of the exchange notes" section will no longer be applicable to the Notes (collectively, the "**Suspended Covenants**"):

(1) "—Limitations on incurrence of indebtedness";

(2) "—Limitations on restricted payments";

(3) "—Limitations on dividend and other restrictions affecting restricted subsidiaries";

(4) "—Limitations on asset sales";

(5) clause (3) under "—Limitations on mergers, consolidations, etc.";

(6) "—Limitations on transactions with affiliates"; and

(7) "—Additional Note Guarantees."

In the event that the Issuer and the Restricted Subsidiaries are not subject to the Suspended Covenants under the Indenture for any period of time as a result of the foregoing, and on any subsequent date (the "**Reversion Date**") one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes below an Investment Grade Rating then the Issuer and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenant under the Indenture with respect to future events. The Issuer will give the Trustee prompt written notice of a Reversion Date. In the absence of the such notice, the Trustee shall be entitled to assume that no Suspension Event or Reversion Date has occurred.

The period of time between the Suspension Event and the Reversion Date is referred to in this description as the "Suspension Period." Notwithstanding that the Suspended Covenants may be reinstated, no Default will occur or be deemed to have occurred solely as a result of a failure to comply with the Suspended Covenants during the Suspension Period or the continued existence of circumstances or obligations that occurred without complying with the Suspended Covenants during the Suspension Period.

There can be no assurance that the Notes will ever achieve Investment Grade Ratings.

On the Reversion Date, all Indebtedness incurred during the Suspension Period will be classified to have been incurred pursuant to paragraph (a) of "—Limitations on incurrence of indebtedness" or

one of the clauses set forth in paragraph (b) of "—Limitations on incurrence of indebtedness" (to the extent such Indebtedness would be permitted to be incurred thereunder as of the Reversion Date and after giving effect to Indebtedness incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be incurred pursuant to paragraph (a) or (b) of the covenant described under "—Limitations on incurrence of indebtedness," such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (3) of paragraph (b) of the covenant described under "—Limitations on incurrence of indebtedness." For purposes of the "—Limitations on restricted payments" covenant, on the Reversion Date, all Restricted Payments made during the Suspension Period shall be deemed to have been made under the first sentence of the covenant described under "—Limitations on restricted payments." For purposes of the "—Limitations on dividend and other restrictions affecting restricted subsidiaries" covenant, on the Reversion Date, any encumbrance or restriction on the ability of any Restricted Subsidiary described under clauses (a), (b) or (c) of the first paragraph thereof created or otherwise caused or permitted to exist or become effective during the Suspension Period shall be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (4) of such covenant. For purposes of the "—Limitations on transactions with affiliates" covenant, on the Reversion Date, any Affiliate Transaction entered into or permitted to exist during the Suspension Period shall be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (6) of such covenant.

Events of default

Each of the following will constitute an "**Event of Default**" under the Indenture:

(1) failure by the Issuer to pay interest on any of the Notes when it becomes due and payable and the continuance of any such failure for 30 days;

(2) failure by the Issuer to pay the principal on any of the Notes when it becomes due and payable, whether at stated maturity, upon redemption, upon purchase, upon acceleration or otherwise;

(3) failure by the Issuer to comply (a) for 30 days after notice with any of its agreements or covenants described above under "—Certain covenants—Limitations on mergers, consolidations, etc." or (b) for 45 days after notice in respect of its obligations to make a Change of Control Offer as described under "—Change of control";

(4) failure by the Issuer to comply with any other agreement or covenant in the Indenture and continuance of this failure for 60 days after notice;

(5) default under any mortgage, indenture or other instrument or agreement under which there may be issued or by which there may be secured or evidenced Indebtedness of the Issuer or any Significant Subsidiary, whether such Indebtedness now exists or is incurred after the Issue Date, which default:

(a) is caused by a failure to pay at final maturity principal on such Indebtedness within the applicable express grace period and any extensions thereof, or

(b) results in the acceleration of such Indebtedness prior to its express final maturity, and

in each case, the principal amount of such Indebtedness, together with any other Indebtedness with respect to which an event described in clause (a) or (b) has occurred and is continuing, aggregates $75.0 million or more (and *provided* that for purposes of this clause (5) only, "Indebtedness" shall include any Hedging Obligations with the "principal amount" of any Hedging Obligations at any time shall be the maximum aggregate amount (giving effect to any netting

agreements) that the Issuer or such Restricted Subsidiary would be required to pay if the agreement with respect to such Hedging Obligations terminated at such time);

(6) one or more judgments or orders that exceed $75.0 million in the aggregate (net of amounts covered by insurance or bonded) for the payment of money have been entered by a court or courts of competent jurisdiction against the Issuer or any Significant Subsidiary and such judgment or judgments have not been satisfied, stayed, annulled or rescinded within 60 days of being entered;

(7) the Issuer or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(a) commences a voluntary case,

(b) consents to the entry of an order for relief against it in an involuntary case,

(c) consents to the appointment of a Custodian of it or for all or substantially all of its assets, or

(d) makes a general assignment for the benefit of its creditors;

(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(a) is for relief against the Issuer or any Significant Subsidiary as debtor in an involuntary case,

(b) appoints a Custodian of the Issuer or any Significant Subsidiary or a Custodian for all or substantially all of the assets of the Issuer or any Significant Subsidiary, or

(c) orders the liquidation of the Issuer or any Significant Subsidiary,

and the order or decree remains unstayed and in effect for 60 days; or

(9) any Note Guarantee ceases to be in full force and effect (other than in accordance with the terms of such Note Guarantee and the Indenture) or is declared null and void and unenforceable or found to be invalid or any Guarantor denies its liability under its Note Guarantee (other than by reason of release of a Guarantor from its Note Guarantee in accordance with the terms of the Indenture and the Note Guarantee); *provided* that the foregoing will not apply if the Note Guarantees that remain in full force and effect are given by Subsidiaries that represent at least 92.50% of the consolidated total assets of the Issuer and its Domestic Subsidiaries or at least 92.50% of the consolidated revenues of the Issuer and its Domestic Subsidiaries as of the end of and for the most recently completely fiscal quarter.

However, a default under clauses (3) and (4) will not constitute an Event of Default until the trustee or the holders of at least 25% in principal amount of the outstanding notes notify the Issuer of the default and the Issuer does not cure such default within the applicable time specified in clauses (3) and (4) after receipt of such notice.

If an Event of Default specified in clause (7) or (8) with respect to the Issuer or any Significant Subsidiary occurs, all outstanding Notes shall become due and payable without any further action or notice. If any other Event of Default (other than an Event of Default specified in clause (7) or (8) above with respect to the Issuer or any Significant Subsidiary), shall have occurred and be continuing under the Indenture, the Trustee, by written notice to the Issuer, or the Holders of at least 25% in aggregate principal amount then outstanding by written notice to the Issuer and the Trustee, may declare all amounts owing under the Notes to be due and payable. Upon such declaration of acceleration, the aggregate principal of and accrued and unpaid interest on the outstanding Notes shall immediately become due and payable; *provided*, *however*, that after such acceleration, but before a

judgment or decree based on acceleration, the Holders of a majority in aggregate principal amount of such outstanding Notes may, under certain circumstances, rescind and annul such acceleration if all Events of Default, other than the nonpayment of accelerated principal and interest have been cured or waived as provided in the Indenture.

The Trustee shall, within ninety (90) days after the occurrence of any Default (which the Trustee is deemed to have knowledge of pursuant to the Indenture) with respect to the Notes give the Holders notice of all uncured Defaults thereunder known to it; *provided*, *however*, that, except in the case of an Event of Default in payment with respect to the Notes or a Default in complying with "—Certain covenants—Limitations on mergers, consolidations, etc.," the Trustee shall be protected in withholding such notice if and so long as it in good faith determines that the withholding of such notice is in the interest of the Holders.

No Holder will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless the Trustee:

(1) has failed to act for a period of 60 days after receiving written notice of a continuing Event of Default by such Holder and a request to act by Holders of at least 25% in aggregate principal amount of Notes outstanding;

(2) has been offered indemnity satisfactory to it in its reasonable judgment; and

(3) has not received from the Holders of a majority in aggregate principal amount of the outstanding Notes a direction inconsistent with such request.

However, such limitations do not apply to a suit instituted by a Holder of any Note for enforcement of payment of the principal of or interest on such Note on or after the due date therefor (after giving effect to the grace period specified in clause (1) of the first paragraph of this "—Events of default" section).

The Issuer is required to deliver to the Trustee annually a statement regarding compliance with the Indenture and, upon any Officer of the Issuer becoming aware of any Default, a statement specifying such Default and what action the Issuer is taking or proposes to take with respect thereto.

Legal defeasance and covenant defeasance

The Issuer may, at its option and at any time, elect to have its obligations and the obligations of the Guarantors discharged with respect to the outstanding Notes ("**Legal Defeasance**"). Legal Defeasance means that the Issuer and the Guarantors shall be deemed to have paid and discharged the entire indebtedness represented by the Notes and the Note Guarantees, and the Indenture shall cease to be of further effect as to all outstanding Notes and Note Guarantees except as to:

(1) rights of Holders to receive payments in respect of the principal of and interest on the Notes when such payments are due from the trust funds referred to below,

(2) the Issuer's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes, and the maintenance of an office or agency for payment and money for security payments held in trust,

(3) the rights, powers, trust, duties, and immunities of the Trustee, and the Issuer's obligation in connection therewith, and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Issuer may, at its option and at any time, elect to have its obligations and the obligations of the Guarantors released with respect to most of the covenants under the Indenture, except as described otherwise in the Indenture ("**Covenant Defeasance**"), and thereafter any omission

to comply with such obligations shall not constitute a Default. In the event Covenant Defeasance occurs, certain Events of Default (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) will no longer apply. The Issuer may exercise its Legal Defeasance option regardless of whether it previously exercised Covenant Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Issuer must irrevocably deposit with the Trustee, as trust funds, in trust solely for the benefit of the Holders, U.S. legal tender, U.S. Government Obligations or a combination thereof, in such amounts as will be sufficient (without consideration of any reinvestment of interest), as evidenced by an Officer's Certificate of the Issuer, to pay the principal of and interest on the Notes on the stated date for payment or on the redemption date of the principal or installment of principal of or interest on the Notes,

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an opinion of counsel in the United States confirming that:

(a) the Issuer has received from, or there has been published by the Internal Revenue Service, a ruling, or

(b) since the Issue Date, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon the opinion of counsel shall confirm that, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred,

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the Covenant Defeasance had not occurred,

(4) no Default shall have occurred and be continuing on the date of such deposit (other than a Default resulting from the borrowing of funds to be applied to such deposit),

(5) the Issuer shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by it with the intent of preferring the Holders over any other of its creditors or with the intent of defeating, hindering, delaying or defrauding any other of its creditors or others, and

(6) the Issuer shall have delivered to the Trustee an Officer's Certificate and an opinion of counsel, each stating that the conditions provided for in, in the case of the Officer's Certificate, clauses (1) through (4) and, in the case of the opinion of counsel, clauses (2) and/or (3) of this paragraph have been complied with.

If the funds deposited with the Trustee to effect Covenant Defeasance are insufficient to pay the principal of and interest on the Notes when due, then the obligations of the Issuer and the obligations of Guarantors under the Indenture will be revived and no such defeasance will be deemed to have occurred.

Satisfaction and discharge

The Indenture will be discharged and will cease to be of further effect (except as to rights of registration of transfer or exchange of Notes which shall survive until all Notes have been canceled and certain rights of the Trustee) as to all outstanding Notes when either:

(1) all the Notes that have been authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from this trust) have been delivered to the Trustee for cancellation, or

(2) (a) all Notes not delivered to the Trustee for cancellation otherwise (i) have become due and payable, (ii) will become due and payable, or may be called for redemption, within one year or (iii) have been called for redemption pursuant to the provisions described under "—Optional redemption," and, in any case, the Issuer has irrevocably deposited or caused to be deposited with the Trustee as trust funds, in trust solely for the benefit of the Holders, U.S. legal tender, U.S. Government Obligations or a combination thereof, in such amounts as will be sufficient (without consideration of any reinvestment of interest), as evidenced by an Officer's Certificate of the Issuer, to pay and discharge the entire Indebtedness (including all principal and accrued interest) on the Notes not theretofore delivered to the Trustee for cancellation,

(b) the Issuer has paid all other sums payable by it under the Indenture, and

(c) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity or on the date of redemption, as the case may be.

In addition, the Issuer must deliver an Officer's Certificate and an opinion of counsel stating that all conditions precedent to satisfaction and discharge have been complied with.

Transfer and exchange

A Holder will be able to register the transfer of or exchange Notes only in accordance with the provisions of the Indenture. The registrar (the "**Registrar**") for the Notes may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Without the prior consent of the Issuer, the Registrar is not required (1) to register the transfer of or exchange any Note selected for redemption, (2) to register the transfer of or exchange any Note for a period of 15 days before a selection of Notes to be redeemed or (3) to register the transfer of or exchange a Note between a record date and the next succeeding interest payment date.

The Notes will be issued in registered form and the registered Holder will be treated as the owner of such Note for all purposes.

Amendment, supplement and waiver

Subject to certain exceptions, the Indenture or the Notes may be amended with the consent (which may include consents obtained in connection with a tender offer or exchange offer for Notes) of the Holders of at least a majority in principal amount of the Notes then outstanding, and any existing Default under, or compliance with any provision of, the Indenture may be waived (other than any continuing Default in the payment of the principal or interest on the Notes, except a rescission of acceleration of the Notes by the Holders thereof as provided in the Indenture and a waiver of the payment default that resulted from such acceleration) with the consent (which may include consents obtained in connection with a tender offer or exchange offer for Notes) of the Holders of a majority in

principal amount of the Notes then outstanding; *provided* that, without the consent of each Holder affected, no amendment or waiver may:

(1) reduce, or change the maturity of, the principal of any Note;

(2) reduce the rate of or extend the time for payment of interest on any Note;

(3) reduce any premium payable upon redemption of the Notes or change the date on, or the circumstances under, which any Notes are subject to redemption (other than provisions relating to the purchase of Notes described above under "—Change of control," except that if a Change of Control Triggering Event has occurred, no amendment or other modification of the obligation of the Issuer to make a Change of Control Offer relating to such Change of Control Triggering Event shall be made without the consent of each Holder of the Notes affected);

(4) make any Note payable in money or currency other than that stated in the Notes;

(5) modify or change any provision of the Indenture or the related definitions to affect the ranking of the Notes or any Note Guarantee in a manner that adversely affects the Holders;

(6) reduce the percentage of Holders necessary to consent to an amendment or waiver to the Indenture or the Notes;

(7) waive a default in the payment of principal of or premium or interest on any Notes (except a rescission of acceleration of the Notes by the Holders thereof as provided in the Indenture and a waiver of the payment default that resulted from such acceleration);

(8) impair the rights of Holders to receive payments of principal of or interest on the Notes on or after the due date therefor or to institute suit for the enforcement of any payment on the Notes; or

(9) release any Guarantor that is a Material Domestic Subsidiary from any of its obligations under its Note Guarantee or the Indenture, except as permitted by the Indenture, or amend the definition of Material Domestic Subsidiary in a manner adverse to Holders.

Notwithstanding the foregoing, the Issuer and the Trustee may amend the Indenture, the Note Guarantees or the Notes without the consent of any Holder, to cure any ambiguity, defect or inconsistency; to provide for uncertificated Notes in addition to or in place of certificated Notes; to provide for the assumption of the Issuer's or a Guarantor's obligations to the Holders in the case of a merger, consolidation or sale of all or substantially all of the assets in accordance with "—Certain covenants —Limitations on mergers, consolidations, etc."; to release any Guarantor from any of its obligations under its Note Guarantee or the Indenture (to the extent permitted by the Indenture); to provide for the issuance of Additional Notes; to add any guarantees with respect to the Notes, including the Note Guarantees, to secure the Notes, to add to the covenants of the Issuer or a Restricted Subsidiary for the benefit of the Holders of the notes or to surrender any right or power conferred upon the Issuer or a Restricted Subsidiary; to evidence and provide for the acceptance of appointment by a successor trustee with respect to the Notes and to add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one trustee; to conform the text of the Indenture, the Notes or the Note Guarantees to any provision of this "Description of the exchange notes" to the extent that such provision in this "Description of the exchange notes" was intended to be a verbatim recitation of a provision of the Indenture, the Notes or the Note Guarantees; or to make any change that does not materially adversely affect the rights of any Holder; or in the case of the Indenture, to maintain the qualification of the Indenture under the Trust Indenture Act. The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

No personal liability of directors, officers, employees and stockholders

No director, officer, employee, incorporator or stockholder of the Issuer or any Guarantor will have any liability for any obligations of the Issuer under the Notes or the Indenture or of any Guarantor under its Note Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes and the Note Guarantees. The waiver may not be effective to waive liabilities under the federal securities laws. It is the view of the SEC that this type of waiver is against public policy.

Concerning the trustee

Computershare Trust Company, N.A. is the Trustee under the Indenture and has been appointed by the Issuer as Registrar and Paying Agent with regard to the Notes. The Indenture contains certain limitations on the rights of the Trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases, or to realize on certain assets received in respect of any such claim as security or otherwise. The Trustee is permitted to engage in other transactions; *provided*, *however*, that if it acquires any conflicting interest (as defined in the Indenture), it must eliminate such conflict within 90 days, apply to the SEC for permission to continue (if the Indenture has been qualified under the Trust Indenture Act) or resign.

The Holders of a majority in principal amount of the then outstanding Notes have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that, in case an Event of Default occurs and is not cured, the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in similar circumstances in the conduct of his own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to the Trustee.

Governing law

The Indenture, the Notes and the Note Guarantees are governed by, and construed in accordance with, the laws of the State of New York.

Certain definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms.

"**Acquired Indebtedness**" means (1) with respect to any Person that becomes a Restricted Subsidiary after the Issue Date, Indebtedness of such Person and its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary that was not incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary and (2) with respect to the Issuer or any Restricted Subsidiary, any Indebtedness of a Person (other than the Issuer or a Restricted Subsidiary) existing at the time such Person is merged with or into the Issuer or a Restricted Subsidiary, or Indebtedness expressly assumed by the Issuer or any Restricted Subsidiary in connection with the acquisition of an asset or assets from another Person, which Indebtedness was not, in any case, incurred by such other Person in connection with, or in contemplation of, such merger or acquisition.

"**Additional Interest**" means all additional interest then owing pursuant to the Registration Rights Agreement.

"**Affiliate**" of any Person means any other Person which directly or indirectly Controls or is Controlled by, or is under direct or indirect common Control with, the referent Person.

"**Affiliated Persons**" mean, with respect to any specified Person, (a) such specified Person's spouse, siblings, descendants, stepchildren, step grandchildren, nieces and nephews and their respective spouses, (b) the estate, legatees and devisees of such specified Person and each of the Persons referred to in clause (a), and (c) any company, partnership, trust or other entity or investment vehicle Controlled by any of the Persons referred to in clause (a) or (b) or the holdings of which are for the primary benefit of any of such Persons.

"**amend**" means to amend, supplement, restate, amend and restate or otherwise modify, including successively, and "**amendment**" shall have a correlative meaning.

"**asset**" means any asset or property.

"**Asset Acquisition**" means

(1) an Investment by the Issuer or any Restricted Subsidiary in any other Person if, as a result of such Investment, such Person shall become a Restricted Subsidiary, or shall be merged with or into the Issuer or any Restricted Subsidiary, or

(2) the acquisition by the Issuer or any Restricted Subsidiary of all or substantially all of the assets of any other Person or any division or line of business of any other Person.

"**Asset Sale**" means any sale, issuance, conveyance, transfer, lease, assignment or other disposition by the Issuer or any Restricted Subsidiary to any Person other than the Issuer or any Restricted Subsidiary (including by means of a sale and leaseback transaction or a merger or consolidation) (collectively, for purposes of this definition, a "**transfer**"), in one transaction or a series of related transactions, of any assets of the Issuer or any of its Restricted Subsidiaries other than in the ordinary course of business. For purposes of this definition, the term "Asset Sale" shall not include:

(1) transfers of cash or Cash Equivalents;

(2) transfers of assets (including Equity Interests) that are governed by, and made in accordance with, the covenant described under "—Certain covenants —Limitations on mergers, consolidations, etc.";

(3) Permitted Investments and Restricted Payments permitted under the covenant described under "—Certain covenants—Limitations on restricted payments";

(4) the creation of any Lien permitted under the Indenture;

(5) transfers of assets that are (i) damaged, worn out, uneconomic, obsolete or otherwise deemed to be no longer necessary or useful in the current or anticipated business of the Issuer or its Restricted Subsidiaries or (ii) replaced by assets of similar suitability and value;

(6) sales or grants of licenses or sublicenses to use the patents, trade secrets, know-how and other intellectual property, and licenses, leases or subleases of other assets, of the Issuer or any Restricted Subsidiary to the extent not materially interfering with the business of Issuer and the Restricted Subsidiaries;

(7) any transfer or series of related transfers that, but for this clause, would be Asset Sales, if the aggregate Fair Market Value of the assets transferred in such transaction or any such series of related transactions does not exceed $35.0 million;

(8) sale and leaseback transactions with respect to property with an aggregate Fair Market Value not to exceed the greater of $25.0 million and 1.0% of Total Assets; and

(9) any transfer or series of transfers that, but for this clause, would be Asset Sales if consummated at a time when, after giving pro forma effect thereto, (x)(i) the Consolidated Leverage Ratio is less than or equal to 3.00 to 1.00 or (ii) the Consolidated Leverage Ratio

immediately following such transfer or series of transfers is less than or equal to the Consolidated Leverage Ratio of the Issuer immediately prior to such transfer or series of transfers and (y) no Default shall have occurred and be continuing or occur as a consequence thereof.

"**Asset Swap**" means any exchange of assets of the Issuer or any Restricted Subsidiary (including Equity Interests of a Restricted Subsidiary) for assets of another Person (including Equity Interests of a Person whose primary business is a Related Business) that are intended to be used by the Issuer or any Restricted Subsidiary in a Related Business, including, to the extent necessary to equalize the value of the assets being exchanged, cash of any party to such asset swap.

"**Bankruptcy Law**" means Title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.

"**Board of Directors**" means, with respect to any Person, (i) in the case of any corporation, the board of directors of such Person, or the functional equivalent of the foregoing, (ii) in the case of any limited liability company, the board of managers of such Person, (iii) in the case of any partnership, the Board of Directors of the general partner of such Person and (iv) in any other case, the functional equivalent of the foregoing or, in each case, other than for purposes of the definition of "Change of Control," any duly authorized committee of such body.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which banking institutions in New York or the city in which the Trustee's corporate trust office is located are authorized or required by law to close.

"**Capital Markets Indebtedness**" means any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (a) a public offering registered under the Securities Act or (b) a private placement to institutional investors that is resold in accordance with Rule 144A or Regulation S of the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC. The term "Capital Markets Indebtedness" (i) shall not include the Notes (including, for the avoidance of doubt any Additional Notes) and (ii) for the avoidance of doubt, shall not be construed to include any Indebtedness issued to institutional investors in a direct placement of such Indebtedness that is not resold by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (provided that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed not to be underwritten), or any Indebtedness under the Credit Agreement, commercial bank or similar Indebtedness, Capitalized Lease Obligation or recourse transfer of any financial asset or any other type of Indebtedness incurred in a manner not customarily viewed as a "securities offering."

"**Capitalized Lease Obligations**" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP; provided however, that any obligations relating to a lease that would have been accounted by such Person as an operating lease in accordance with GAAP as of the Issue Date shall be accounted for as an operating lease and not a Capitalized Lease Obligation for all purposes under the Indenture.

"**Cash Equivalents**" means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition;

(2) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of one year or less from the date of acquisition issued by any commercial bank organized under the laws of the United States or any state thereof or any lender or any Affiliate of any lender party to the Credit Agreement;

(3) commercial paper of an issuer rated at least A-1 by Standard & Poor's or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one year from the date of acquisition;

(4) repurchase obligations of any commercial bank satisfying the requirements of clause (2) of this definition with respect to securities issued or fully guaranteed or insured by the United States government;

(5) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by Standard & Poor's or A by Moody's;

(6) securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (2) of this definition;

(7) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (1) through (6) of this definition;

(8) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by Standard & Poor's or Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000; and

(9) in the case of any Foreign Subsidiary, investments substantially comparable to any of the foregoing investments with respect to the country in which such Foreign Subsidiary is organized.

"**Change of Control**" means the occurrence of any of the following events:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Subsidiaries, taken as a whole, to any Person other than a Permitted Holder, and either (a) such Person is a Disqualified Person or (b) on any day until the date that is six months after the date on which such sale, lease or transfer occurred, the Issuer is rated by one of Moody's or Standard & Poor's and the rating assigned by either of them is not an Investment Grade Rating;

(2) the acquisition of beneficial ownership by any person or group (excluding any one or more Permitted Holders or group Controlled by any one or more Permitted Holders) of more than 35% of the aggregate voting power of all outstanding classes or series of the Issuer's voting stock and such aggregate voting power exceeds the aggregate voting power of all outstanding classes or series of the Issuer's voting stock beneficially owned by the Permitted Holders collectively, and either (a) such person or group is a Disqualified Person or (b) on any day until the date that is six months after the date on which such person or group becomes such beneficial owner, the Issuer is rated by one of Moody's or Standard & Poor's and the rating assigned by either of them is not an Investment Grade Rating;

(3) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Issuer (together with any new directors whose

election by the Board of Directors or whose nomination for election by the equityholders of the Issuer was approved by a vote of the majority of the directors of the Issuer then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Issuer's Board of Directors then in office; or

(4) the Issuer shall adopt a plan of liquidation or dissolution or any such plan shall be approved by the equityholders of the Issuer.

Notwithstanding the foregoing, a transaction in which the Issuer becomes a Subsidiary of another Person (other than a Person that is an individual or a Permitted Holder) shall not constitute a Change of Control if the shareholders of the Issuer immediately prior to such transaction beneficially own, directly or indirectly through one or more intermediaries, the same proportion of voting power of the outstanding classes or series of the Issuer's voting stock as such shareholders beneficially own immediately following the consummation of such transaction.

For purposes of this definition, a Person shall not be deemed to have beneficial ownership of securities subject to a stock purchase agreement, merger agreement or similar agreement until the consummation of the transactions contemplated by such agreement.

"**Consolidated Amortization Expense**" for any period means the amortization expense of the Issuer and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"**Consolidated Cash Flow**" for any period means, without duplication, the sum of the amounts for such period of

(1) Consolidated Net Income, *plus*

(2) in each case only to the extent (and in the same proportion) deducted in determining Consolidated Net Income,

(a) Consolidated Income Tax Expense,

(b) Consolidated Amortization Expense,

(c) Consolidated Depreciation Expense,

(d) Consolidated Interest Expense,

(e) all non-cash compensation, as reported in the Issuer's financial statements,

(f) any non-cash charges or losses or realized losses related to the write-offs, write-downs or mark-to-market adjustments or sales or exchanges of any investments in debt or equity securities by the Issuer or any Restricted Subsidiary, and

(g) the aggregate amount of all other non-cash charges, expenses or losses reducing such Consolidated Net Income, including any impairment (including any impairment of intangibles and goodwill) (excluding any non-cash charge, expense or loss that results in an accrual of a reserve for cash charges in any future period and any non-cash charge, expense or loss relating to write-offs, write-downs or reserves with respect to accounts receivable or inventory), for such period, *minus*

(3) in each case only to the extent (and in the same proportion) included in determining Consolidated Net Income, any non-cash or realized gains related to mark-to-market adjustments or sales or exchanges of any investments in debt or equity securities by the Issuer or any Restricted Subsidiary,

in each case determined on a consolidated basis in accordance with GAAP; *provided* that the aggregate amount of all non-cash items, determined on a consolidated basis, to the extent such items increased Consolidated Net Income for such period will be excluded from Consolidated Net Income.

For purposes of this definition, whenever *pro forma* effect is to be given, the *pro forma* calculations shall be factually supportable, reasonably identifiable and made in good faith by a responsible financial or accounting Officer of the Issuer. Any such *pro forma* calculation may include adjustments appropriate, in the reasonable good faith determination of the Issuer as set forth in an Officer's Certificate, to reflect cost savings and other operating improvements or synergies reasonably expected to be realized within 12 months from the applicable event to be given *pro forma* effect.

"**Consolidated Contingent Consideration Fair Value Remeasurement Adjustments**" for any period means the contingent consideration fair value remeasurement adjustments, of the Issuer and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"**Consolidated Depreciation Expense**" for any period means the depreciation expense of the Issuer and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"**Consolidated Income Tax Expense**" for any period means the provision for taxes of the Issuer and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP.

"**Consolidated Interest Expense**" for any period means the sum, without duplication, of the total interest expense of the Issuer and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, minus consolidated interest income of the Issuer and its Restricted Subsidiaries, and including, without duplication,

(1) imputed interest on Capitalized Lease Obligations,

(2) commissions, discounts and other fees and charges owed with respect to letters of credit securing financial obligations, bankers' acceptance financing and receivables financings,

(3) the net costs associated with Hedging Obligations related to interest rates,

(4) amortization of debt issuance costs, debt discount or premium and other financing fees and expenses,

(5) the interest portion of any deferred payment obligations,

(6) all other non-cash interest expense,

(7) capitalized interest,

(8) all dividend payments on any series of Disqualified Equity Interests of the Issuer or any Preferred Stock of any Restricted Subsidiary (other than any such Disqualified Equity Interests or any Preferred Stock held by the Issuer or a Wholly Owned Restricted Subsidiary or to the extent paid in Qualified Equity Interests),

(9) all interest payable with respect to discontinued operations, and

(10) all interest on any Indebtedness described in clause (6) or (7) of the definition of Indebtedness.

"**Consolidated Leverage Ratio**" means, at any date, the ratio of (i) Indebtedness of the Issuer and its Restricted Subsidiaries as of such date of calculation (as set forth on the balance sheet and determined on a consolidated basis in accordance with GAAP) to (ii) Consolidated Cash Flow during the most recent four consecutive full fiscal quarters for which financial statements are available ending on or prior to the date of the transaction (the "**Transaction Date**") giving rise to the need to calculate the Consolidated Leverage Ratio (the "**Test Period**").

The Consolidated Leverage Ratio shall be calculated for any period after giving effect on a pro forma basis (as if they had occurred on the first day of the applicable Test Period) to:

(1) the incurrence of any Indebtedness of the Issuer or any Restricted Subsidiary (and the application of the proceeds thereof) and any repayment, repurchase, defeasance or other discharge of Indebtedness (and the application of the proceeds therefrom) (other than the incurrence or repayment of Indebtedness in the ordinary course of business for working capital purposes pursuant to any revolving credit arrangement) occurring during the Test Period or at any time subsequent to the last day of the Test Period and on or prior to the Transaction Date, as if such incurrence, repayment, issuance or redemption, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Test Period; and

(2) any Asset Sale, asset sale which is solely excluded from the definition of Asset Sale pursuant to clause (9) of such definition or Asset Acquisition (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of the Issuer or any Restricted Subsidiary (including any Person who becomes a Restricted Subsidiary as a result of such Asset Acquisition or as a result of a Redesignation) or operational restructuring (each a "**pro forma event**") (including any cost savings and synergies resulting from head count reduction, closure of facilities and similar operational and other cost savings and synergies relating to such pro forma event occurring within 12 months (or expected, in the good faith determination of the Issuer, to occur within 12 months) of such pro forma event and during such period or subsequent to such period and on or prior to the date of such calculation, in each case that are expected to have a continuing impact and are factually supportable, and which adjustments the Issuer determines are reasonable as set forth in an Officer's Certificate; *provided* that the aggregate amount of all such cost savings and synergies shall in no event exceed 10% of Consolidated Cash Flow for such period calculated prior to giving effect to such pro forma adjustments) occurring during the Test Period or at any time subsequent to the last day of the Test Period and on or prior to the Transaction Date, as if such pro forma event occurred on the first day of the Test Period.

In calculating Consolidated Interest Expense for purposes of the Consolidated Leverage Ratio with respect to any Indebtedness being given pro forma effect:

(1) interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on the Transaction Date;

(2) if interest on any Indebtedness actually incurred on the Transaction Date may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rates, then the interest rate in effect on the Transaction Date will be deemed to have been in effect during the Test Period;

(3) notwithstanding clause (1) or (2) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to Hedging Obligations, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of the agreements governing such Hedging Obligations;

(4) interest on any Indebtedness under a revolving credit facility shall be computed based upon the average daily balance of such Indebtedness during the Test Period; and

(5) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting Officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

The Issuer may elect, pursuant to an Officer's Certificate delivered to the Trustee to treat all or any portion of any revolving commitment under any Indebtedness as being incurred and outstanding at such time and for so long as such revolving commitments remain outstanding (regardless of whether drawn), in which case any subsequent incurrence of Indebtedness under such revolving commitment shall not be deemed, for purposes of this calculation, to be an incurrence at such subsequent time.

"**Consolidated Leverage Test**" means, at any date, that the Consolidated Leverage Ratio is no greater than 3.00 to 1.00.

"**Consolidated Net Income**" for any period means the net income (or loss) of the Issuer and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP; *provided* that there shall be excluded from such net income (to the extent otherwise included therein), without duplication:

(1) the net income (or loss) of any Person that is not a Restricted Subsidiary, except to the extent that cash in an amount equal to any such income has actually been received by the Issuer or any Restricted Subsidiary during such period;

(2) gains and losses due solely to fluctuations in currency values and the related tax effects according to GAAP;

(3) gains and losses with respect to Hedging Obligations;

(4) the cumulative effect of any change in accounting principles;

(5) any extraordinary or nonrecurring gain (or extraordinary or nonrecurring loss), together with any related provision for taxes on any such extraordinary or nonrecurring gain (or the tax effect of any such extraordinary or nonrecurring loss), realized by the Issuer or any Restricted Subsidiary during such period;

(6) Consolidated Contingent Consideration Fair Value Remeasurement Adjustments;

(7) any net after-tax income or loss from discontinued operations and any net after-tax gains or losses on disposal of discontinued operations; and

(8) any gain (or loss), together with any related provisions for taxes on any such gain (or the tax effect of any such loss), realized during such period by the Issuer or any Restricted Subsidiary upon (a) the acquisition of any securities, or the extinguishment of any Indebtedness, of the Issuer or any Restricted Subsidiary or (b) the sale of any financial or equity investment by the Issuer or any Restricted Subsidiary.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Credit Agreement**" means the Credit Agreement entered into on December 21, 2012, by and among the Issuer, as Borrower, the guarantors party thereto from time to time, the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent, and the other agents and arrangers party thereto, including any notes, guarantees, collateral and security documents, instruments and agreements executed in connection therewith, and in each case as amended or refinanced from time to time.

"**Credit Facilities**" means one or more (A) debt facilities (which may be outstanding at the same time and including, without limitation, the Credit Agreement) or commercial paper facilities, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrow from lenders against such receivables) or letters of credit, (B) debt securities (including, without limitation, the Notes), indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances), or (C) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time (including increasing the amount of available borrowings thereunder or adding Subsidiaries of the Issuer as additional borrowers or guarantors thereunder).

"**Custodian**" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"**Default**" means (1) any Event of Default or (2) any event, act or condition that, after notice or the passage of time or both, would be an Event of Default.

"**Designated Noncash Consideration**" means the Fair Market Value of noncash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Noncash Consideration.

"**Designation**" has the meaning given to this term in the covenant described under "—Certain covenants—Limitations on designation of unrestricted subsidiaries."

"**Disqualified Equity Interests**" of any Person means any class of Equity Interests of such Person that, by its terms, or by the terms of any related agreement or of any security into which it is convertible, puttable or exchangeable, is, or upon the happening of any event or the passage of time would be, required to be redeemed by such Person, whether or not at the option of the holder thereof, or matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, in whole or in part, in each case on or prior to the date that is 91 days after the final maturity date of the Notes; *provided*, *however*, that any class of Equity Interests of such Person that, by its terms, authorizes such Person to satisfy in full its obligations with respect to the payment of dividends or upon maturity, redemption (pursuant to a sinking fund or otherwise) or repurchase thereof or otherwise by the delivery of Equity Interests that are not Disqualified Equity Interests, and that is not convertible, puttable or exchangeable for Disqualified Equity Interests or Indebtedness, will not be deemed to be Disqualified Equity Interests so long as such Person satisfies its obligations with respect thereto solely by the delivery of Equity Interests that are not Disqualified Equity Interests; *provided*, *further*, *however*, that any Equity Interests that would not constitute Disqualified Equity Interests but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests are convertible, exchangeable or exercisable) the right to require the Issuer to redeem such Equity Interests upon the occurrence of a change in control occurring prior to the 91st day after the final maturity date of the Notes shall not constitute Disqualified Equity Interests if (1) the change of control provisions applicable to such Equity Interests are no more favorable to such holders than the provisions described under "—Change of control," and (2) the right to require the Issuer to redeem such Equity Interests does not become operative prior to the Issuer's purchase of the Notes as required pursuant to the provisions described under "—Change of control."

"**Disqualified Person**" means a Person whose senior debt does not have an Investment Grade Rating with either Moody's or Standard & Poor's on (a) the date on which (i) such Person becomes a beneficial owner of the Issuer or (ii) the sale, lease or transfer, in one or a series of transactions, of all

or substantially all of the assets of the Issuer and its Subsidiaries taken as a whole occurs, or (b) any day until the date that is 45 days after the date described in clause (a).

"**Domestic Subsidiary**" means any Subsidiary of the Issuer that is not a Foreign Subsidiary.

"**Equity Interests**" of any Person means (1) any and all shares or other equity interests (including common stock, preferred stock, limited liability company interests and partnership interests) in such Person and (2) all rights to purchase, warrants or options (whether or not currently exercisable), participations or other equivalents of or interests in (however designated) such shares or other interests in such Person, but excluding any debt securities convertible into such shares or other interests.

"**Equity Offering**" means a primary public or private offering of Equity Interests of the Issuer.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

"**Exchange Notes**" means the debt securities of the Issuer issued pursuant to the Indenture in exchange for, and in an aggregate principal amount equal to, the Notes, in compliance with the terms of the Registration Rights Agreement.

"**Fair Market Value**" means, with respect to any asset, as determined by the Issuer, the price (after taking into account any liabilities relating to such assets) that would be negotiated in an arm's-length transaction for cash between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction.

"**Foreign Subsidiary**" means any Subsidiary of the Issuer that is not organized under the laws of the United States or any jurisdiction within the United States and any direct or indirect subsidiary thereof.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, consistently applied.

"**guarantee**" means a direct or indirect guarantee by any Person of any Indebtedness of any other Person and includes any obligation, direct or indirect, contingent or otherwise, of such Person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep well, to purchase assets, goods, securities or services (unless such purchase arrangements are on arm's-length terms and are entered into in the ordinary course of business), to take-or-pay, or to maintain financial statement conditions or otherwise); or (2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); "**guarantee**," when used as a verb, and "**guaranteed**" have correlative meanings.

"**Guarantors**" means each Material Domestic Subsidiary of the Issuer on the Issue Date, and each other Person that is required to, or at the election of the Issuer does, become a Guarantor by the terms of the Indenture after the Issue Date, in each case, until such Person is released from its Note Guarantee in accordance with the terms of the Indenture.

"**Hedging Obligations**" of any Person means the obligations of such Person under swap, cap, collar, forward purchase or similar agreements or arrangements dealing with interest rates, currency exchange rates or commodity prices, either generally or under specific contingencies.

"**Holder**" means any registered holder, from time to time, of the Notes.

"**incur**" means, with respect to any Indebtedness or Obligation, incur, create, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to such Indebtedness or Obligation; *provided* that (1) the Indebtedness of a Person existing at the time such Person became a Restricted Subsidiary shall be deemed to have been incurred by such Restricted Subsidiary and (2) neither the accrual of interest nor the accretion of original issue discount or the accretion or accumulation of dividends on any Equity Interests shall be deemed to be an incurrence of Indebtedness.

"**Indebtedness**" of any Person at any date means, without duplication:

(1) all liabilities, contingent or otherwise, of such Person for borrowed money;

(2) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, letters of guaranty, bankers' acceptances and similar credit transactions;

(4) all obligations of such Person to pay the deferred and unpaid purchase price of property or services, except trade payables and accrued expenses incurred by such Person in the ordinary course of business and amounts accrued associated with contingent consideration arrangements;

(5) all Capitalized Lease Obligations of such Person;

(6) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person;

(7) all Indebtedness of others guaranteed by such Person to the extent of such guarantee; *provided* that Indebtedness of the Issuer or its Subsidiaries that is guaranteed by the Issuer or the Issuer's Subsidiaries shall only be counted once in the calculation of the amount of Indebtedness of the Issuer and its Subsidiaries on a consolidated basis; and

(8) all obligations of such Person under conditional sale or other title retention agreements relating to assets purchased by such Person (excluding obligations arising from inventory transactions in the ordinary course of business).

The amount of any Indebtedness which is incurred at a discount to the principal amount at maturity thereof as of any date shall be deemed to have been incurred at the accreted value thereof as of such date. The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above, the maximum liability of such Person for any such contingent obligations at such date and, in the case of clause (6), the lesser of (a) the Fair Market Value of any asset subject to a Lien securing the Indebtedness of others on the date that the Lien attaches and (b) the amount of the Indebtedness secured.

"**interest**" means, with respect to the Notes, interest on the Notes and Additional Interest, if any.

"**Investments**" of any Person means:

(1) all direct or indirect investments by such Person in any other Person in the form of loans, advances or capital contributions or other credit extensions constituting Indebtedness of such other Person, and any guarantee of Indebtedness of any other Person;

(2) all purchases (or other acquisitions for consideration) by such Person of Indebtedness, Equity Interests or other securities of any other Person (other than any such purchase that constitutes a Restricted Payment of the type described in clause (2) of the definition thereof); and

(3) the Designation of any Subsidiary as an Unrestricted Subsidiary.

Except as otherwise expressly specified in this definition, the amount of any Investment (other than an Investment made in cash) shall be the Fair Market Value thereof on the date such Investment is made. The amount of Investment pursuant to clause (3) shall be the Fair Market Value of the Issuer's proportionate interest in such Unrestricted Subsidiary as of the date of such Unrestricted Subsidiary's designation as an Unrestricted Subsidiary. If the Issuer or any Restricted Subsidiary sells or otherwise disposes of any Equity Interests of any Restricted Subsidiary, or any Restricted Subsidiary issues any Equity Interests, in either case, such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary, the Issuer shall be deemed to have made an Investment on the date of any such sale or other disposition equal to the Fair Market Value of the Equity Interests of and all other Investments in such Restricted Subsidiary retained. Notwithstanding the foregoing, purchases or redemptions of Equity Interests of the Issuer shall be deemed not to be Investments.

"**Issue Date**" means December 21, 2012.

"**Leverage Ratio Exception**" has the meaning set forth in the proviso in the first paragraph of the covenant described under "—Certain covenants—Limitations on incurrence of indebtedness."

"**Liberty Bond Guaranty Agreement**" means that certain Guaranty Agreement, dated as of August 1, 2005, from the Issuer to the Bank of New York, as trustee.

"**Liberty Bonds**" means the 5% New York City Industrial Development Agency Liberty Bonds (IAC/InterActiveCorp Project), Series 2005, issued pursuant to the Indenture of Trust dated August 1, 2005 between New York City Industrial Development Agency and the Bank of New York, as trustee, which are guaranteed by the Issuer pursuant to the Liberty Bond Guaranty Agreement.

"**Lien**" means, with respect to any asset, any mortgage, deed of trust, lien (statutory or other), pledge, easement, charge, security interest or other encumbrance of any kind or nature in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"**Material Domestic Subsidiary**" means any Wholly Owned Restricted Subsidiary that is a Domestic Subsidiary of the Issuer, as of the last day of the fiscal quarter of the Issuer most recently ended for which financial statements have been or are required to have been delivered, that has assets or revenues (including third party revenues but not including intercompany revenues) with a value in excess of 2.50% of the consolidated assets of the Issuer and its Wholly Owned Restricted Subsidiaries that are Domestic Subsidiaries or 2.50% of the consolidated revenues of the Issuer and its Wholly Owned Restricted Subsidiaries that are Domestic Subsidiaries; *provided* that in the event Wholly Owned Restricted Subsidiaries that are Domestic Subsidiaries that would otherwise not be Material Domestic Subsidiaries shall in the aggregate account for a percentage in excess of 7.50% of the consolidated assets of the Issuer and its Wholly Owned Restricted Subsidiaries that are Domestic Subsidiaries or 7.50% of the consolidated revenues of the Issuer and its Wholly Owned Restricted Subsidiaries that are Domestic Subsidiaries as of the end of and for the most recently completed fiscal quarter, then one or more of such Domestic Subsidiaries designated by the Issuer (or, if the Issuer shall make no designation, one or more of such Domestic Subsidiaries in descending order based on their respective contributions to the consolidated assets of the Issuer), shall be included as Material Domestic Subsidiaries to the extent necessary to eliminate such excess.

"**Moody's**" has the meaning given such term in "Change of Control."

"**Non-Material Domestic Subsidiary**" means any Domestic Subsidiary of the Issuer other than a Material Domestic Subsidiary.

"**Non-Recourse Debt**" means Indebtedness of an Unrestricted Subsidiary:

(1) as to which neither the Issuer nor any Restricted Subsidiary (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise, and

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness (other than the Credit Agreement or Notes) of the Issuer or any Restricted Subsidiary to declare a default on the other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity.

"**Obligation**" means any principal, interest, penalties, fees, indemnification, reimbursements, costs, expenses, damages and other liabilities payable under the documentation governing any Indebtedness.

"**Officer**" means any of the following of the Issuer: the Chairman of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President, the Treasurer or the Secretary.

"**Officer's Certificate**" means a certificate signed by an Officer.

"**Permitted Holders**" means any one or more of (a) Barry Diller, (b) each of the Affiliated Persons of the Person referred to in clause (a), and (c) any Person a majority of the aggregate voting power of all the outstanding classes or series of the equity securities of which are beneficially owned by any one or more of the Persons referred to in clauses (a) or (b).

"**Permitted Investment**" means:

(1) Investments by the Issuer or any Restricted Subsidiary in the Issuer, any Restricted Subsidiary or a Person that will, upon the making of such Investment become a Restricted Subsidiary;

(2) loans and advances to directors, employees and officers of the Issuer or any of the Restricted Subsidiaries for bona fide business purposes and to purchase Equity Interests of the Issuer not in excess of $10.0 million at any one time outstanding;

(3) cash and Cash Equivalents;

(4) receivables owing to the Issuer or any Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; *provided*, *however*, that such trade terms may include such concessionary trade terms as the Issuer or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Issuer or any Restricted Subsidiary or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any debtor, including securities of a Person received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Person;

(6) Investments made by the Issuer or any Restricted Subsidiary as a result of consideration received in connection with a sale of assets made in compliance with the covenant described under "—Certain covenants—Limitations on asset sales";

(7) lease, utility and other similar deposits in the ordinary course of business;

(8) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date;

(9) Investments, including in joint ventures of the Issuer or any of its Restricted Subsidiaries not otherwise permitted under the Indenture, not to exceed in the aggregate outstanding at any time the greater of $75.0 million or 2.0% of Total Assets as of the time of incurrence;

(10) another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Issuer or a Restricted Subsidiary; *provided*, *however*, that such Person's primary business is a Related Business; and

(11) Guarantees issued in accordance with the covenants described under the captions "—Certain Covenants—Limitation on incurrence of indebtedness" and "—Certain Covenants—Additional Note Guarantees."

"**Permitted Liens**" means the following types of Liens:

(1) Liens for taxes, assessments or governmental charges or claims either (a) not delinquent or (b) contested in good faith by appropriate proceedings and as to which the Issuer or a Restricted Subsidiary shall have set aside on its books such reserves as may be required pursuant to GAAP;

(2) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent by more than 30 days or being contested in good faith, if such reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made in respect thereof;

(3) pledges and deposits made in the ordinary course of business in compliance with workers' compensation (or pursuant to letters of credit issued in connection with such workers' compensation compliance), unemployment insurance and other social security laws or regulations or to secure the performance of statutory obligations, bids, leases performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(4) Liens incurred or deposits made in the ordinary course of business to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, subleases, government contracts, performance and return-of-money bonds, letters of credit and other similar obligations (exclusive of obligations for the payment of borrowed money);

(5) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(6) judgment Liens not giving rise to an Event of Default;

(7) easements, zoning restrictions, rights-of-way, survey exceptions, minor encumbrances, reservation of, licenses, electric lines, telegraph and telephone lines and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Issuer or any Restricted Subsidiary;

(8) Liens securing obligations in respect of letters of credit, bank guarantees, warehouse receipts or similar instruments issued to support performance obligations (other than Obligations in respect of Indebtedness) and trade-related letters of credit, in each case, outstanding on the Issue Date or issued thereafter in and covering the goods (or the documents of title in respect of

such goods) financed by such letters of credit, banker's acceptances or bank guarantees and the proceeds and products thereof;

(9) Liens encumbering deposits made to secure obligations arising from common law, statutory, regulatory, contractual or warranty requirements of the Issuer or any Restricted Subsidiary, including rights of offset and setoff;

(10) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by the Issuer or any Restricted Subsidiary, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts, sweep accounts and netting arrangements; *provided* that in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;

(11) leases, assignments, or subleases, licenses granted to others that do not materially interfere with the ordinary course of business of the Issuer or any Restricted Subsidiary;

(12) Liens arising from filing Uniform Commercial Code financing statements or equivalent statements regarding leases;

(13) Liens securing Indebtedness incurred pursuant to clause (1) of the definition of "Permitted Indebtedness";

(14) Liens securing Hedging Obligations entered into for *bona fide* hedging purposes of the Issuer or any Restricted Subsidiary not for the purpose of speculation;

(15) Liens existing on the Issue Date;

(16) Liens in favor of the Issuer or a Guarantor;

(17) Liens securing Purchase Money Indebtedness or Capital Lease Obligations; *provided* that such Liens secure obligations incurred pursuant to clause (6) of the covenant "—Limitations on incurrence of indebtedness";

(18) Liens securing Acquired Indebtedness permitted to be incurred under the Indenture; *provided* that the Liens do not extend to assets not subject to such Lien at the time of acquisition (other than (a) the property encumbered at the time a Person becomes a Restricted Subsidiary, (b) after acquired property that is required to be pledged pursuant to the agreement granting such Lien as in effect on the date such Person becomes a Restricted Subsidiary and (c) proceeds and products thereof) and are no more favorable to the lienholders than those securing such Acquired Indebtedness prior to the incurrence of such Acquired Indebtedness by the Issuer or a Restricted Subsidiary;

(19) deposits and other Liens securing credit card operations of the Issuer and its Subsidiaries, provided the amount secured does not exceed amounts owed by the Issuer and its Subsidiaries in connection with such credit card operations;

(20) Liens to secure Refinancing Indebtedness of Indebtedness secured by Liens referred to in the foregoing clauses (15), (17), (18) and (29) and the following clause (24); *provided* that in the case of Liens securing Refinancing Indebtedness of Indebtedness secured by Liens referred to in the foregoing clauses (15), (17), (18) and (29) such Liens do not extend to any additional assets (other than (A) after-acquired property that is required to be pledged pursuant to the agreement granting the Lien securing the Indebtedness being Refinanced as in effect on the date the Refinancing Indebtedness is Incurred and (B) proceeds and products thereof);

(21) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods and Liens in the ordinary course of business in favor of issuers of performance and surety bonds or bid bonds or with respect to health, safety and environmental regulations (other than for borrowed money) or letters of credit or bank guarantees issued to support such bonds or requirements pursuant to the request of and for the account of such Person in the ordinary course of business;

(22) Interests of vendors in inventory arising out of such inventory being subject to a "sale or return" arrangement with such vendor or any consignment by any third party of any inventory;

(23) Liens securing Indebtedness owed by (a) a Restricted Subsidiary to the Issuer or to any other Restricted Subsidiary that is not a Guarantor or (b) the Issuer to a Guarantor;

(24) Liens securing any obligation under the Liberty Bonds;

(25) Liens in respect of sale and leaseback transactions with respect to assets with a Fair Market Value of not more than the greater of $25.0 million or 1.0% of Total Assets in the aggregate;

(26) Liens with respect to obligations that do not in the aggregate exceed the greater of $75.0 million or 2.0% of Total Assets as of the time of incurrence at any one time outstanding;

(27) Liens securing obligations pursuant to cash management agreements and treasury transactions;

(28) Liens arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Issuer and its Restricted Subsidiaries in the ordinary course of trading and on the supplier's standard or usual terms; and

(29) Liens securing any Indebtedness in an aggregate amount such that after giving pro forma effect to the incurrence of such Indebtedness secured by such Liens and the application of proceeds therefrom, the Secured Leverage Ratio is no greater than 2.00 to 1.00.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, incorporated or unincorporated association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof or other entity of any kind.

"**Plan of Liquidation**" with respect to any Person, means a plan that provides for, contemplates or the effectuation of which is preceded or accompanied by (whether or not substantially contemporaneously, in phases or otherwise): (1) the sale, lease, conveyance or other disposition of all or substantially all of the assets of such Person other than as an entirety or substantially as an entirety; and (2) the distribution of all or substantially all of the proceeds of such sale, lease, conveyance or other disposition of all or substantially all of the remaining assets of such Person to holders of Equity Interests of such Person.

"**Preferred Stock**" means, with respect to any Person, any and all preferred or preference stock or other equity interests (however designated) of such Person whether now outstanding or issued after the Issue Date.

"**principal**" means, with respect to the Notes, the principal of, and premium, if any, on the Notes.

"**Purchase Money Indebtedness**" means Indebtedness, including Capitalized Lease Obligations, of the Issuer or any Restricted Subsidiary incurred for the purpose of financing all or any part of the purchase price of property, plant or equipment used in the business of the Issuer or any Restricted Subsidiary or the cost of installation, construction or improvement thereof; *provided*, *however*, that (A) such Indebtedness is comprised of Capitalized Lease Obligations or (B)(1) the amount of such Indebtedness shall not exceed such purchase price or cost and (2) such Indebtedness shall be incurred

within 90 days after such acquisition of such asset by the Issuer or such Restricted Subsidiary or such installation, construction or improvement.

"**Qualified Equity Interests**" of any Person means Equity Interests of such Person other than Disqualified Equity Interests. Unless otherwise specified, Qualified Equity Interests refer to Qualified Equity Interests of the Issuer.

"**redeem**" means to redeem, repurchase, purchase, defease, retire, discharge or otherwise acquire or retire for value; and "**redemption**" shall have a correlative meaning; *provided* that this definition shall not apply for purposes of "—Optional redemption."

"**Redesignation**" has the meaning given to such term in the covenant described under "—Certain covenants—Limitations on designation of unrestricted subsidiaries."

"**refinance**" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, or to issue other Indebtedness in exchange or replacement for, such Indebtedness.

"**Refinancing Indebtedness**" means Indebtedness of the Issuer or a Restricted Subsidiary incurred in exchange for, or the proceeds of which are used to redeem or refinance in whole or in part, any Indebtedness of the Issuer or any Restricted Subsidiary (the "**Refinanced Indebtedness**"); *provided* that:

(1) the principal amount (and accreted value, in the case of Indebtedness issued at a discount) of the Refinancing Indebtedness does not exceed the principal amount (and accreted value, as the case may be) of the Refinanced Indebtedness plus the amount of accrued and unpaid interest on the Refinanced Indebtedness, any premium paid to the holders of the Refinanced Indebtedness and expenses incurred in connection with the incurrence of the Refinancing Indebtedness;

(2) the obligor of Refinancing Indebtedness does not include any Person (other than the Issuer or any Restricted Subsidiary) that is not an obligor of the Refinanced Indebtedness;

(3) if the Refinanced Indebtedness was subordinated in right of payment to the Notes or the Note Guarantees, as the case may be, then such Refinancing Indebtedness, by its terms, is subordinate in right of payment to the Notes or the Note Guarantees, as the case may be, at least to the same extent as the Refinanced Indebtedness;

(4) the Refinancing Indebtedness has a final stated maturity either (a) no earlier than the Refinanced Indebtedness being redeemed or refinanced or (b) after the final maturity date of the Notes; and

(5) the portion, if any, of the Refinancing Indebtedness that is scheduled to mature on or prior to the final maturity date of the Notes has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred that is equal to or greater than the Weighted Average Life to Maturity of the portion of the Refinanced Indebtedness being redeemed or refinanced that is scheduled to mature on or prior to the final maturity date of the Notes; provided that Refinancing Indebtedness in respect of Refinanced Indebtedness that has no amortization may provide for amortization installments, sinking fund payments, senior maturity dates or other required payments of principal of up to 1% of the aggregate principal amount per annum.

"**Registration Rights Agreement**" means the Registration Rights Agreement to be dated the Issue Date, among the Issuer, the Guarantors and J.P. Morgan Securities LLC, as representative of the several initial purchasers.

"**Related Business**" means any business in which the Issuer or any Restricted Subsidiary was engaged on the Issue Date or any reasonable extension of such business and any business related, ancillary or complementary to any business of the Issuer or any Restricted Subsidiary in which the

Issuer or any Restricted Subsidiary was engaged on the Issue Date or any reasonable extension of such business.

"**Restricted Payment**" means any of the following:

(1) the declaration or payment of any dividend or any other distribution on Equity Interests of the Issuer or any Restricted Subsidiary, including, without limitation, any payment in connection with any merger or consolidation involving the Issuer but excluding (a) dividends or distributions payable solely in Qualified Equity Interests or through accretion or accumulation of such dividends on such Equity Interests and (b) dividends or distributions by a Restricted Subsidiary so long as, in the case of any distribution or dividend payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly Owned Restricted Subsidiary, the Issuer or a Restricted Subsidiary receives at least its *pro rata* share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(2) the purchase, redemption, defeasance or other acquisition of any Equity Interests of the Issuer, including, without limitation, any payment in exchange for such Equity Interests in connection with any merger or consolidation involving the Issuer but excluding any such Equity Interests held by the Issuer or any Restricted Subsidiary;

(3) any Investment other than a Permitted Investment; or

(4) any principal payment or redemption, repurchase, defeasance or other acquisition, in each case prior to the scheduled maturity or prior to any scheduled repayment of principal or sinking fund payment, as the case may be, in respect of Subordinated Indebtedness (other than any Subordinated Indebtedness (a) owed to and held by the Issuer or any Restricted Subsidiary or (b) purchased in anticipation of anticipating of satisfying a sinking fund obligation, principal installment or final maturity, in each case, due within one year of the date or purchase, repurchase or other acquisition).

"**Restricted Subsidiary**" means any Subsidiary of the Issuer other than an Unrestricted Subsidiary.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Secured Indebtedness**" means all Indebtedness that is (x) for borrowed money or a Capitalized Lease Obligation and (y) secured by a Lien on property or assets of the Issuer and its Restricted Subsidiaries.

"**Secured Leverage Ratio**" means, at any date, the ratio of (i) Secured Indebtedness of the Issuer and its Restricted Subsidiaries as of such date of calculation (as set forth on the balance sheet and determined on a consolidated basis in accordance with GAAP) to (ii) Consolidated Cash Flow during the most recent four consecutive full fiscal quarters for which financial statements are available ending on or prior to the date of the transaction giving rise to the need to calculate the Consolidated Leverage Ratio, in each case with such pro forma adjustments to the amount of "Indebtedness" and "Consolidated Cash Flow" as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of "Consolidated Cash Flow" and "Consolidated Leverage Ratio"; *provided* that the Issuer may elect, pursuant to an Officer's Certificate delivered to the Trustee to treat all or any portion of any revolving commitment under any Indebtedness as being incurred and outstanding at such time and for so long as such revolving commitments remain outstanding (regardless of whether then drawn), in which case any subsequent incurrence of Indebtedness under such revolving commitment shall not be deemed, for purposes of this calculation, to be an incurrence at such subsequent time.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended.

"**Significant Subsidiary**" means (1) any Restricted Subsidiary that would be a "significant subsidiary" as defined in Regulation S-X promulgated pursuant to the Securities Act as such Regulation is in effect on the Issue Date and (2) any Restricted Subsidiary that, when aggregated with all other Restricted Subsidiaries that are not otherwise Significant Subsidiaries and as to which any event described in clause (7) or (8) under "—Events of default" has occurred and is continuing, would constitute a Significant Subsidiary under clause (1) of this definition.

"**Standard & Poor's**" has the meaning set forth under "—Change of Control."

"**Subordinated Indebtedness**" means Indebtedness of the Issuer or any Restricted Subsidiary that is expressly subordinated in right of payment to the Notes or the Note Guarantees.

"**Subsidiary**" means, with respect to any Person:

(1) any corporation, limited liability company, association or other business entity of which more than 50% of the total voting power of the Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Board of Directors thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

Unless otherwise specified, "Subsidiary" refers to a Subsidiary of the Issuer.

"**Total Assets**" means, as of any date of determination, the total assets of the Issuer and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as set forth on the most recent consolidated balance sheet of the Issuer as of such date (which calculation shall give pro forma effect to any acquisition or Asset Sale by the Issuer or any of its Restricted Subsidiaries, in each case involving the payment or receipt by the Issuer or any of its Restricted Subsidiaries of consideration (whether in the form of cash or non-cash consideration) in excess of $100.0 million that has occurred since the date of such consolidated balance sheet, as if such acquisition or Asset Sale had occurred on the last day of the fiscal period covered by such balance sheet).

"**Trust Indenture Act**" means the Trust Indenture Act of 1939, as amended.

"**Unrestricted Subsidiary**" means (1) any Subsidiary that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Issuer in accordance with the covenant described under "—Certain covenants—Limitations on designation of unrestricted subsidiaries" and (2) any Subsidiary of an Unrestricted Subsidiary.

"**U.S. Government Obligations**" means direct non-callable obligations of, or guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States is pledged.

"**Weighted Average Life to Maturity**" when applied to any Indebtedness at any date, means the number of years obtained by dividing (1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (2) the then outstanding principal amount of such Indebtedness.

"**Wholly Owned Restricted Subsidiary**" means a Restricted Subsidiary of which 100% of the Equity Interests (except for directors' qualifying shares or certain minority interests owned by other Persons solely due to local law requirements that there be more than one stockholder, but which interest is not in excess of what is required for such purpose) are owned directly by the Issuer or through one or

more Wholly Owned Restricted Subsidiaries and, solely for the purpose of the definition of "Material Domestic Subsidiary" excluding any Subsidiary whose sole assets are Equity Interests in one or more Subsidiaries that are not Wholly Owned Subsidiaries.

Same-day Settlement and Payment

The notes will trade in the same-day funds settlement system of DTC until maturity or until we issue the notes in certificated form. DTC will therefore require secondary market trading activity in the notes to settle in immediately available funds. We can give no assurance as to the effect, if any, of settlement in immediately available funds on trading activity in the notes.

Book-entry; Delivery and Form; Global Notes

The notes will be represented by one or more global notes in definitive, fully registered form without interest coupons. Each global note will be deposited with the trustee as custodian for DTC and registered in the name of a nominee of DTC in New York, New York for the accounts of participants in DTC.

Investors may hold their interests in a global note directly through DTC if they are DTC participants, or indirectly through organizations that are DTC participants. Except in the limited circumstances described below, holders of notes represented by interests in a global note will not be entitled to receive their notes in fully registered certificated form.

DTC has advised us as follows: DTC is a limited-purpose trust company organized under New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities of institutions that have accounts with DTC ("participants") and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers (which may include the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's book-entry system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, whether directly or indirectly.

Ownership of Beneficial Interests

Upon the issuance of each global note, DTC will credit, on its book-entry registration and transfer system, the respective principal amount of the individual beneficial interests represented by the global note to the accounts of participants. Ownership of beneficial interests in each global note will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in each global note will be shown on, and the transfer of those ownership interests will be effected only through, records maintained by DTC (with respect to participants' interests) and such participants (with respect to the owners of beneficial interests in the global note other than participants).

So long as DTC or its nominee is the registered holder and owner of a global note, DTC or such nominee, as the case may be, will be considered the sole legal owner of the notes represented by the global note for all purposes under the indenture, the notes and applicable law. Except as set forth below, owners of beneficial interests in a global note will not be entitled to receive certificated notes and will not be considered to be the owners or holders of any notes under the global note. We understand that under existing industry practice, in the event an owner of a beneficial interest in a global note desires to take any actions that DTC, as the holder of the global note, is entitled to take,

DTC would authorize the participants to take such action, and that participants would authorize beneficial owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them. No beneficial owner of an interest in a global note will be able to transfer the interest except in accordance with DTC's applicable procedures, in addition to those provided for under the indenture. Because DTC can only act on behalf of participants, who in turn act on behalf of others, the ability of a person having a beneficial interest in a global note to pledge that interest to persons that do not participate in the DTC system, or otherwise to take actions in respect of that interest, may be impaired by the lack of physical certificate of that interest.

All payments on the notes represented by a global note registered in the name of and held by DTC or its nominee will be made to DTC or its nominee, as the case may be, as the registered owner and holder of the global note.

We expect that DTC or its nominee, upon receipt of any payment of principal, premium, if any, or interest in respect of a global note, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global note as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the global note held through such participants will be governed by standing instructions and customary practices as is now the case with securities held for accounts for customers registered in the names of nominees for such customers. These payments, however, will be the responsibility of such participants and indirect participants, and neither we, the initial purchasers, the trustee nor any paying agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in any global note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or for any other aspect of the relationship between DTC and its participants or the relationship between such participants and the owners of beneficial interests in the global note.

Unless and until it is exchanged in whole or in part for certificated notes, each global note may not be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC. Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds.

We expect that DTC will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in a global note are credited and only in respect of such portion of the aggregate principal amount of the notes as to which such participant or participants has or have given such direction. However, if there is an Event of Default under the notes, DTC will exchange each global note for certificated notes, which it will distribute to its participants.

Although we expect that DTC will agree to the foregoing procedures in order to facilitate transfers of interests in each global note among participants of DTC, DTC is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither we, the initial purchasers nor the trustee will have any responsibility for the performance or nonperformance by DTC or their participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

The indenture provides that, if (1) DTC notifies us that it is unwilling or unable to continue as depositary or if DTC ceases to be eligible under the indenture and we do not appoint a successor depositary within 90 days, (2) we determine that the notes shall no longer be represented by global notes and execute and deliver to the trustee a company order to such effect or (3) an event of default with respect to the notes shall have occurred and be continuing, the global notes will be exchanged for notes in certificated form of like tenor and of an equal principal amount, in authorized denominations. These certificated notes will be registered in such name or names as DTC shall instruct the trustee. It

is expected that such instructions may be based upon directions received by DTC from participants with respect to ownership of beneficial interests in global securities.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we do not take responsibility for its accuracy.

Euroclear and Clearstream, Luxembourg

If the depositary for a global security is DTC, you may hold interests in the global security through Clearstream Banking, société anonyme, which we refer to as "Clearstream, Luxembourg," or Euroclear Bank S.A./ N.V., as operator of the Euroclear System, which we refer to as "Euroclear," in each case, as a participant in DTC. Euroclear and Clearstream, Luxembourg will hold interests, in each case, on behalf of their participants through customers' securities accounts in the names of Euroclear and Clearstream, Luxembourg on the books of their respective depositaries, which in turn will hold such interests in customers' securities in the depositaries' names on DTC's books.

Payments, deliveries, transfers, exchanges, notices and other matters relating to the notes made through Euroclear or Clearstream, Luxembourg must comply with the rules and procedures of those systems. Those systems could change their rules and procedures at any time. We have no control over those systems or their participants, and we take no responsibility for their activities. Transactions between participants in Euroclear or Clearstream, Luxembourg, on one hand, and other participants in DTC, on the other hand, would also be subject to DTC's rules and procedures.

Investors will be able to make and receive through Euroclear and Clearstream, Luxembourg payments, deliveries, transfers, exchanges, notices and other transactions involving any securities held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, U.S. investors who hold their interests in the notes through these systems and wish on a particular day to transfer their interests, or to receive or make a payment or delivery or exercise any other right with respect to their interests, may find that the transaction will not be effected until the next business day in Luxembourg or Brussels, as applicable. Thus, investors who wish to exercise rights that expire on a particular day may need to act before the expiration date. In addition, investors who hold their interests through both DTC and Euroclear or Clearstream, Luxembourg may need to make special arrangements to finance any purchase or sales of their interests between the U.S. and European clearing systems, and those transactions may settle later than transactions within one clearing system.

Exchange offer

In connection with the issuance of the old notes on December 21, 2012, we entered into a registration rights agreement with the initial purchasers, which provides for the exchange offer. The exchange offer will permit eligible holders of notes to exchange the old notes for the exchange notes that are identical in all material respects with the old notes, except that:

- the exchange notes have been registered under the U.S. federal securities laws and will not bear any legend restricting their transfer;
- the exchange notes bear a different CUSIP number from the old notes;
- the exchange notes will not be subject to transfer restrictions or entitled to registration rights; and
- the holders of the exchange notes will not be entitled to certain rights under the registration rights agreement, including the provisions for an increase in the interest rate on the old notes in some circumstances relating to the timing of the exchange offer.

The exchange notes will evidence the same debt as the old notes. Holders of exchange notes will be entitled to the benefits of the indenture.

General

We are making the exchange offer to comply with our contractual obligations under the registration rights agreement. Except under limited circumstances, upon completion of the exchange offer, our obligations with respect to the registration of the old notes will terminate.

We agreed, pursuant to the registration rights agreement, to file with the SEC a registration statement covering the exchange by us of the exchange notes for the old notes, pursuant to the exchange offer. The registration rights agreement provides that we will file with the SEC an exchange offer registration statement on an appropriate form under the Securities Act and offer to holders of old notes who are able to make certain representations the opportunity to exchange their old notes for exchange notes.

We will commence the exchange offer promptly after the exchange offer registration statement is declared effective by the SEC and use our commercially reasonable efforts to complete the exchange offer not later than 60 days after the effective date.

We will keep the exchange offer open for 20 business days after the date notice of the exchange offer is mailed to the holders of the old notes. For each old note surrendered to us pursuant to the exchange offer, the holder of such old note will receive an exchange note having a principal amount equal to that of the surrendered old note. Interest on each exchange note will accrue from the last interest payment date on which interest was paid on the old note surrendered in exchange thereof or, if no interest has been paid on the old note, from the date of its original issue.

In connection with the issuance of the old notes, we have arranged for the old notes to be issued in the form of global notes through the facilities of DTC acting as depositary. The exchange notes will also be issued in the form of global notes registered in the name of DTC or its nominee and each beneficial owner's interest in it will be transferable in book-entry form through DTC.

Holders of old notes do not have any appraisal or dissenters' rights in connection with the exchange offer. Old notes which are not tendered for exchange or are tendered but not accepted in connection with the exchange offer will remain outstanding and be entitled to the benefits of the indenture under which they were issued, including accrual of interest, but, subject to a limited exception, will not be entitled to any registration rights under the applicable registration rights agreement. See "—Consequences of failure to tender."

We will be deemed to have accepted validly tendered old notes when and if we have given written notice to the exchange agent of our acceptance. The exchange agent will act as agent for the tendering holders for the purpose of receiving the exchange notes from us. If any tendered old notes are not accepted for exchange because of an invalid tender, the occurrence of other events described in this prospectus or otherwise, we will return the certificates for any unaccepted old notes, at our expense, to the tendering holder as promptly as practicable after the expiration of the exchange offer.

The exchange offer is not being made to, nor will we accept tenders for exchange from, holders of the old notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of that jurisdiction.

Eligibility; transferability

We are making this exchange offer in reliance on interpretations of the staff of the SEC set forth in several no-action letters. However, we have not sought our own no-action letter. Based upon these interpretations, we believe that you, or any other person receiving exchange notes, may offer for resale, resell or otherwise transfer such exchange notes without complying with the registration and prospectus delivery requirements of the U.S. federal securities laws, if:

- you are, or the person or entity receiving such exchange notes is, acquiring such exchange notes in the ordinary course of business;
- you do not, nor does any such person or entity, have an arrangement or understanding with any person or entity to participate in any distribution of the exchange notes (within the meaning of the Securities Act);
- you are not, nor is any such person or entity, our affiliate as such term is defined under Rule 405 under the Securities Act; and
- you are not acting on behalf of any person or entity who could not truthfully make these statements.

To participate in the exchange offer, you must represent as the holder of old notes that each of these statements is true.

Any holder of old notes who is our affiliate or who intends to participate in the exchange offer for the purpose of distributing the exchange notes:

- will not be able to rely on the interpretation of the staff of the SEC set forth in the no-action letters described above; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the exchange notes, unless the sale or transfer is made pursuant to an exemption from those requirements.

Each broker-dealer that receives exchange notes in exchange for old notes acquired for its own account through market-making or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. The letter of transmittal states that by acknowledging that it will deliver, and by delivering, a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resale of the exchange notes received in exchange for the old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration date of the exchange offer, we will amend or supplement this prospectus in order to expedite or facilitate the disposition of any exchange notes by such broker-dealers.

Expiration of the exchange offer; extensions; amendments

The exchange offer will expire at 5:00 p.m., New York City time, on , 2013, or the expiration date, unless we extend the exchange offer. To extend the exchange offer, we will notify the exchange agent and each registered holder of any extension before 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. We reserve the right to extend the exchange offer, delay accepting any tendered old notes or, if any of the conditions described below under the heading "—Conditions" have not been satisfied, to terminate the exchange offer. We also reserve the right to amend the terms of the exchange offer in any manner. We will give written notice of such delay, extension, termination or amendment to the exchange agent.

If we amend the exchange offer in a manner that we consider material, we will disclose such amendment by means of a prospectus supplement, and we will extend the exchange offer for a period of five to ten business days.

If we determine to make a public announcement of any delay, extension, amendment or termination of the exchange offer, we will do so by making a timely release through an appropriate news agency.

If we delay accepting any old notes or terminate the exchange offer, we promptly will pay the consideration offered, or return any old notes deposited, pursuant to the eIange offer as required by Rule 14e-1(c) under the Exchange Act.

Conditions

Notwithstanding any other term of the exchange offer, we will not be required to accept for exchange, or issue any exchange notes for, any old notes, and may terminate or amend the exchange offer before the acceptance of the old notes, if:

- we determine that the exchange offer violates any law, statute, rule, regulation or interpretation by the staff of the SEC or any order of any governmental agency or court of competent jurisdiction; or

- any action or proceeding is instituted or threatened in any court or by or before any governmental agency relating to the exchange offer which, in our judgment, could reasonably be expected to impair our ability to proceed with the exchange offer.

The conditions listed above are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any of these conditions. We may waive these conditions in our reasonable discretion in whole or in part at any time and from time to time prior to the expiration date. The failure by us at any time to exercise any of the above rights shall not be considered a waiver of such right, and such right shall be considered an ongoing right which may be asserted at any time and from time to time.

In addition, we will not accept for exchange any old notes tendered, and no exchange notes will be issued in exchange for those old notes, if at any time any stop order is threatened or issued with respect to the registration statement for the exchange offer and the exchange notes or the qualification of the indenture under the Trust Indenture Act of 1939. In any such event, we must use commercially reasonable efforts to obtain the withdrawal of any stop order as soon as practicable.

In addition, we will not be obligated to accept for exchange the old notes of any holder that has not made to us the representations described under "—Eligibility; transferability" and "Plan of distribution."

Procedures for tendering

We have forwarded to you, along with this prospectus, a letter of transmittal relating to this exchange offer. A holder need not submit a letter of transmittal if the holder tenders old notes in accordance with the procedures mandated by DTC's ATOP. To tender old notes without submitting a letter of transmittal, the electronic instructions sent to DTC and transmitted to the exchange agent must contain your acknowledgment of receipt of and your agreement to be bound by and to make all of the representations contained in the letter of transmittal. In all other cases, a letter of transmittal must be manually executed and delivered as described in this prospectus.

Only a holder of record of old notes may tender old notes in the exchange offer. To tender in the exchange offer, a holder must comply with all applicable procedures of DTC and either:

- complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal, have the signature on the letter of transmittal guaranteed if the letter of transmittal so requires and deliver the letter of transmittal or facsimile to the exchange agent prior to the expiration date; or

- in lieu of delivering a letter of transmittal, instruct DTC to transmit on behalf of the holder a computer-generated message to the exchange agent in which the holder of the old notes acknowledges and agrees to be bound by the terms of the letter of transmittal, which computer-generated message must be received by the exchange agent prior to 5:00 p.m., New York City time, on the expiration date.

In addition, either:

- the exchange agent must receive the old notes along with the letter of transmittal;

- with respect to the old notes, the exchange agent must receive, before expiration of the exchange offer, timely confirmation of book-entry transfer of old notes into the exchange agent's account at DTC, according to the procedure for book-entry transfer described below; or

- the holder must comply with the guaranteed delivery procedures described below.

For old notes to be tendered effectively, the exchange agent must receive any physical delivery of the letter of transmittal and other required documents at the address set forth below under "—Exchange agent" before expiration of the exchange offer.

The tender by a holder that is not withdrawn before expiration of the exchange offer will constitute an agreement between that holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal. Only a registered holder of old notes may tender the old notes in the exchange offer. If a holder completing a letter of transmittal tenders less than all of the old notes held by this holder, this tendering holder should fill in the applicable box of the letter of transmittal. The amount of old notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated.

The method of delivery of old notes and the letter of transmittal and all other required documents to the exchange agent is at the election and sole risk of the holder. Instead of delivery by mail, you should use an overnight or hand delivery service. In all cases, you should allow for sufficient time to ensure delivery to the exchange agent before the expiration of the exchange offer. You may request your broker, dealer, commercial bank, trust company or nominee to effect these transactions for you. You should not send any note, letter of transmittal or other required document to us.

Any beneficial owner whose old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact the registered holder promptly and instruct it to tender on the owner's behalf. If the beneficial owner wishes to tender on its

own behalf, it must, prior to completing and executing the letter of transmittal and delivering its old notes, either:

- make appropriate arrangements to register ownership of the old notes in the owner's name; or
- obtain a properly completed bond power from the registered holder of old notes.

The transfer of registered ownership may take considerable time and may not be completed prior to the expiration date.

If the applicable letter of transmittal is signed by the record holder(s) of the old notes tendered, the signature must correspond with the name(s) written on the face of the old notes without alteration, enlargement or any change whatsoever. If the applicable letter of transmittal is signed by a participant in DTC, the signature must correspond with the name as it appears on the security position listing as the holder of the old notes.

A signature on a letter of transmittal or a notice of withdrawal must be guaranteed by an eligible guarantor institution. Eligible guarantor institutions include banks, brokers, dealers, municipal securities dealers, municipal securities brokers, government securities dealers, government securities brokers, credit unions, national securities exchanges, registered securities associations, clearing agencies and savings associations. The signature need not be guaranteed by an eligible guarantor institution if the old notes are tendered:

- by a registered holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; or
- for the account of an eligible institution.

If the letter of transmittal is signed by a person other than the registered holder of any old notes, the old notes must be endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder's name appears on the old notes, and an eligible guarantor institution must guarantee the signature on the bond power.

If the letter of transmittal or any old notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, these persons should so indicate when signing. Unless we waive this requirement, they should also submit evidence satisfactory to us of their authority to deliver the letter of transmittal.

We will determine in our sole discretion all questions as to the validity, form, eligibility, including time of receipt, acceptance and withdrawal of the tendered old notes. Our determination will be final and binding. We reserve the absolute right to reject any old notes not properly tendered or any old notes the acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular old notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties.

Unless waived, any defects or irregularities in connection with tenders of old notes must be cured within the time that we determine. Although we intend to notify holders of defects or irregularities with respect to tenders of old notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of old notes will not be deemed made until those defects or irregularities have been cured or waived. Any old notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent without cost to the tendering holder, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

In all cases, we will issue exchange notes for old notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

- the old notes or a timely book-entry confirmation that the old notes have been transferred into the exchange agent's account at DTC; and
- a properly completed and duly executed letter of transmittal and all other required documents or a properly transmitted agent's message.

Holders should receive copies of the applicable letter of transmittal with the prospectus. A holder may obtain copies of the applicable letter of transmittal for the old notes from the exchange agent at its offices listed under "—Exchange agent."

By signing the letter of transmittal, or causing DTC to transmit an agent's message to the exchange agent, each tendering holder of old notes will, among other things, make the representations in the letter of transmittal described under "—Eligibility; transferability."

DTC book-entry transfer

The exchange agent will make a request to establish an account with respect to the old notes at DTC for purposes of the exchange offer within three business days after the date of this prospectus.

With respect to the old notes, the exchange agent and DTC have confirmed that any financial institution that is a participant in DTC may utilize the DTC ATOP procedures to tender old notes.

With respect to the old notes, any participant in DTC may make book-entry delivery of old notes by causing DTC to transfer the old notes into the exchange agent's account in accordance with DTC's ATOP procedures for transfer.

However, the exchange for the old notes so tendered will only be made after a book-entry confirmation of such book-entry transfer of old notes into the exchange agent's account and timely receipt by the exchange agent of an agent's message and any other documents required by the letter of transmittal. The term "agent's message" means a message, transmitted by DTC and received by the exchange agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a participant tendering old notes that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce that agreement against the participant.

Guaranteed delivery procedures

Holders wishing to tender their old notes but whose old notes are not immediately available or who cannot deliver their old notes, the letter of transmittal or any other required documents to the exchange agent or cannot comply with the applicable procedures described above before expiration of the exchange offer may tender if:

- the tender is made through an eligible guarantor institution, which is defined above under "—Procedures for tendering";
- before expiration of the exchange offer, the exchange agent receives from the eligible guarantor institution either a properly completed and duly executed notice of guaranteed delivery, by facsimile transmission, mail or hand delivery, or a properly transmitted agent's message and notice of guaranteed delivery, in each case:
    - setting forth the name and address of the holder and the registered number(s) and the principal amount of old notes tendered;
    - stating that the tender is being made by guaranteed delivery; and

- guaranteeing that, within three New York Stock Exchange trading days after expiration of the exchange offer, the letter of transmittal, or facsimile thereof, together with the old notes or a book-entry transfer confirmation, and any other documents required by the letter of transmittal will be deposited by the eligible guarantor institution with the exchange agent; and

- the exchange agent receives the properly completed and executed letter of transmittal, or facsimile thereof, as well as all tendered old notes in proper form for transfer or a book-entry transfer confirmation, and all other documents required by the letter of transmittal, within three New York Stock Exchange trading days after expiration of the exchange offer.

Upon request to the exchange agent, a notice of guaranteed delivery will be sent to holders who wish to tender their old notes according to the guaranteed delivery procedures set forth above.

Withdrawal of tenders

Except as otherwise provided in this prospectus, holders of old notes may withdraw their tenders at any time before expiration of the exchange offer.

For a withdrawal to be effective, the exchange agent must receive a computer-generated notice of withdrawal transmitted by DTC on behalf of the holder in accordance with the standard operating procedures of DTC, or a written notice of withdrawal, which may be by telegram, telex, facsimile transmission or letter, at one of the addresses set forth below under "—Exchange agent."

Any notice of withdrawal must:

- specify the name of the person having tendered the old notes to be withdrawn;

- identify the old notes to be withdrawn (including the certificate number(s) of the outstanding notes physically delivered) and principal amount of such notes, or, in the case of notes transferred by book-entry transfer, the name of the account at DTC; and

- be signed by the holder in the same manner as the original signature on the letter of transmittal by which such old notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the old notes register the transfer of such old notes into the name of the person withdrawing the tender.

If old notes have been tendered pursuant to the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn old notes and otherwise comply with the procedures of the facility.

We will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal, and our determination shall be final and binding on all parties. We will deem any old notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer. We will return any old notes that have been tendered for exchange but that are not exchanged for any reason to their holder without cost to the holder. In the case of old notes tendered by book-entry transfer into the exchange agent's account at DTC, according to the procedures described above, those old notes will be credited to an account maintained with DTC, for old notes, as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. You may retender properly withdrawn old notes by following one of the procedures described under "—Procedures for tendering" above at any time on or before expiration of the exchange offer.

A holder may provide notice of withdrawal to the exchange agent at its offices listed under "—Exchange agent."

Exchange agent

Computershare Trust Company, N.A. has been appointed as exchange agent for the exchange offer. We will only accept hard copies of the letter of transmittal or presentations via ATOP through DTC.

By Mail:

Computershare
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, Rhode Island 02940-3011

By Registered, Certified or Express Mail or by Overnight Courier:

Computershare
c/o Voluntary Corporate Actions, Suite V
250 Royall Street
Canton, MA 02021

By Facsimile
(for Eligible Institutions Only
for Guarantee of Delivery Only):

Computershare Trust Company, N.A.
Facsimile: (617) 360-6810
Confirm By Telephone:
(781) 575-2332

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SHOWN ABOVE OR TRANSMISSION VIA FACSIMILE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Information agent

Georgeson Inc. has been appointed as information agent for the exchange offer.

Questions and requests for assistance or for additional copies of this prospectus or of the letter of transmittal and or related materials must be directed to the information agent by calling 866-257-5415 or by contacting the information agent addressed as follows:

By Mail:

Georgeson Inc.
480 Washington Boulevard, 26th Floor
Jersey City, New Jersey 07310

Fees and expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail. However, we may make additional solicitations by telegraph, telephone or in person by our officers and regular employees and those of our affiliates.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. We may, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its related reasonable out-of-pocket expenses.

We will pay the cash expenses to be incurred in connection with the exchange offer, including the following:

- SEC registration fees;
- fees and expenses of the exchange agent and trustee;
- our accounting and legal fees; and
- our printing and mailing costs.

Transfer taxes

We will pay all transfer taxes, if any, applicable to the exchange of old notes for exchange notes in the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- exchange notes are to be delivered to, or issued in the name of, any person other than the registered holder of the old notes so exchanged;
- tendered old notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of old notes for exchange notes in the exchange offer.

If satisfactory evidence of payment of transfer taxes is not submitted with the letter of transmittal, the amount of any transfer taxes will be billed to the tendering holder.

Accounting treatment

We will record the exchange notes at the same carrying value as the old notes as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon completion of the exchange offer.

Consequences of failure to tender

All untendered old notes will remain subject to the restrictions on transfer provided for in the old notes and in the indenture. Generally, the old notes that are not exchanged for exchange notes pursuant to the exchange offer will remain restricted securities. Accordingly, such old notes may be resold only:

- to us (upon redemption thereof or otherwise);
- pursuant to a registration statement which has been declared effective under the Securities Act;
- for so long as the old notes are eligible for resale pursuant to Rule l44A, to a person the holder of the old notes and any person acting on its behalf reasonably believes is a "qualified

institutional buyer" as defined in Rule l44A, that purchases for its own account or for the account of another qualified institutional buyer, in each case to whom notice is given that the transfer is being made in reliance on Rule l44A; or

- pursuant to any other available exemption from the registration requirements of the Securities Act (in which case we and the trustee shall have the right to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to us and the trustee),

in each case subject to compliance with any applicable foreign, state or other securities laws.

Upon completion of the exchange offer, due to the restrictions on transfer of the old notes and the absence of such restrictions applicable to the exchange notes, it is likely that the market, if any, for old notes will be relatively less liquid than the market for exchange notes. Consequently, holders of old notes who do not participate in the exchange offer could experience significant diminution in the value of their old notes, compared to the value of the exchange notes. The holders of old notes not tendered will have no further registration rights, except that, under limited circumstances, we may be required to file a shelf registration statement for a continuous offer of old notes.

Governing law

The indenture, the exchange notes and old notes are governed by, and construed in accordance with, the laws of the State of New York.

Information regarding the registration rights agreement

As noted above, we are effecting the exchange offer to comply with the registration rights agreement. The registration rights agreement requires us to:

- file a registration statement on an appropriate registration form with respect to registered offers to exchange the old notes for exchange notes;
- use commercially reasonable efforts to cause the registration statement to be declared effective under the Securities Act; and
- use commercially reasonable efforts to cause to become effective a shelf registration statement relating to resales of the old notes under certain circumstances and to keep that shelf registration statement effective until the second anniversary of the issue date, or such shorter period that will terminate when all notes covered by the shelf registration statement have been sold pursuant to the shelf registration statement.

The requirements described in the first two bullets above under the registration rights agreement will be satisfied when we complete the exchange offer.

In the event that (i) we have not exchanged exchange notes for all old notes validly tendered in accordance with the terms of the exchange offer or, if a shelf registration statement is required by the registration rights agreement and is not declared effective, on or prior to December 16, 2013 or (2) if applicable, a shelf registration statement covering resales of the old notes has been declared effective and such shelf registration statement ceases to be effective or the prospectus contained therein ceases to be usable at any time during the required effectiveness period, and such failure to remain effective or be usable exists for more than 30 days (whether or not consecutive) in any 12-month period (the 30th such date, the "Trigger Date"), then additional interest shall accrue on the principal amount of the old notes that are "registrable securities" at a rate of 0.25% per annum for the first 90-day period and an additional 0.25% per annum for each subsequent 90-day period that such additional interest continues to accrue (provided that the rate at which such additional interest accrues may in no event exceed 1.00% per annum) commencing on (a) December 17, 2013, in the case of (1) above, or (b) the Trigger Date, in the case of (2) above, until the exchange offers are completed or the shelf registration

statement is declared effective or the prospectus again becomes usable, as applicable, or such old notes cease to be "registrable securities." In the case of a shelf registration statement required to be filed pursuant to a request by an initial purchaser, the increase in interest rate described above begins to apply on the later of December 16, 2013 and the 90th day following such request, if the shelf registration statement has not yet become effective.

Under the registration rights agreement, we have also agreed to keep the registration statement for the exchange offer effective for 20 business days (or longer, if required by applicable law) after the date on which notice of the exchange offer is mailed to holders.

Our obligations to register the exchange notes will terminate upon the completion of the exchange offer. However, under certain circumstances specified in the registration rights agreement, we may be required to file a shelf registration statement for a continuous offer in connection with the old notes.

Certain U.S. federal income tax considerations

The following is a general discussion of certain material U.S. federal income tax considerations relating to the exchange of old notes for exchange notes in the exchange offer, but does not purport to be a complete analysis of all the potential tax considerations. This discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Regulations promulgated thereunder, judicial interpretations thereof and administrative rulings and published positions of the Internal Revenue Service (the "IRS"), each as in effect as of the date hereof. These authorities are subject to change, possibly on a retroactive basis, and any such change could affect the accuracy of the statements and conclusions set forth herein. We have not sought and will not seek any rulings from the IRS with respect to the statements made and the conclusions reached in the following discussion, and accordingly, there can be no assurance that the IRS will not successfully challenge the tax consequences described below.

This discussion only applies to holders that are beneficial owners of old notes that purchased old notes in the initial offering at their original "issue price" (the first price at which a substantial amount of the notes is sold for cash (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers)) for cash and that hold such old notes as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment). This summary does not address the tax considerations that may be relevant to subsequent purchasers of old notes or exchange notes. This discussion does not purport to address all aspects of U.S. federal income taxation that might be relevant to particular holders in light of their particular circumstances or status or that may be relevant to holders subject to special rules under the U.S. federal income tax laws (including, for example, financial institutions, broker-dealers, traders in securities that elect mark-to-market tax treatment, insurance companies, entities or arrangements treated as partnerships or other pass-through entities for U.S. federal income tax purposes, United States expatriates, tax-exempt organizations, persons liable for the alternative minimum tax, U.S. holders that have a functional currency other than the United States dollar, "controlled foreign corporations," "passive foreign investment companies" or persons who hold old notes as part of a straddle, hedge, conversion or other risk reduction transaction or integrated investment). This discussion does not address any state, local or foreign income tax consequences, nor does it address any U.S. federal tax considerations other than those pertaining to the income tax. In addition, this discussion does not address any tax consequences arising under the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds old notes, the tax treatment of a person treated as a partner in such partnership will generally depend upon the status of the partner and the activities of the partnership. Persons that for U.S. federal income tax purposes are treated as a partner in a partnership holding old notes should consult their tax advisors regarding the tax consequences to them of exchanging old notes for exchange notes in the exchange offer.

THIS SUMMARY IS FOR GENERAL INFORMATION ONLY AND IS NOT INTENDED TO CONSTITUTE A COMPLETE DESCRIPTION OF ALL TAX CONSEQUENCES RELATING TO THE EXCHANGE OF THE OLD NOTES FOR EXCHANGE NOTES IN THE EXCHANGE OFFER. YOU ARE ADVISED TO CONSULT YOUR OWN TAX ADVISOR WITH RESPECT TO THE PARTICULAR U.S. FEDERAL INCOME TAX CONSEQUENCES TO YOU OF EXCHANGING THE OLD NOTES FOR EXCHANGE NOTES IN THE EXCHANGE OFFER AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE U.S. FEDERAL ESTATE, GIFT OR ALTERNATIVE MINIMUM TAX RULES OR UNDER THE LAWS OF ANY STATE, LOCAL, FOREIGN OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

Exchange offer

The exchange of old notes for exchange notes in the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes. Consequently, you will not recognize gain or loss upon the receipt of exchange notes in the exchange offer, your basis in the exchange notes received in the exchange offer will be the same as your basis in the old notes surrendered in exchange therefor immediately before the exchange, and your holding period in the exchange notes will include your holding period in the old notes surrendered in exchange therefor.

Plan of distribution

Each broker-dealer that receives exchange notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for old notes where such old notes were acquired as a result of market-making activities or other trading activities. We have agreed that we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale until the earlier of 180 days after the expiration date of the exchange offer.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to this exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Until the earlier of 180 days after the date the exchange offer registration statement becomes effective and the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. Pursuant to the registration rights agreement, we have agreed to pay all expenses incident to this exchange offer and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

Legal matters

The validity of the exchange notes and guarantees offered hereby will be passed upon for us by Wachtell, Lipton, Rosen & Katz, New York, New York, in respect of the laws of the State of New York. In rendering its opinion, Wachtell, Lipton, Rosen & Katz will rely upon the opinion of The Cavanagh Law Firm as to all matters governed by the laws of the State of Arizona, the opinion of Katten Muchin Rosenman LLP as to all matters governed by the laws of the State of California and the opinion of Potter Anderson & Corroon LLP as to all matters governed by the laws of the State of Delaware.

Experts

The consolidated financial statements of IAC/InterActiveCorp for the year ended December 31, 2012 (including the schedule appearing therein) appearing in Form 8-K filed on May 3, 2013, and the effectiveness of IAC/InterActiveCorp's internal control over financial reporting as of December 31, 2012 appearing in the Annual Report on Form 10-K for the year ended December 31, 2012 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements and IAC/InterActiveCorp management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2012 are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of About, Inc. for the year ended December 25, 2011 appearing in Form 8-K filed on May 3, 2013, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

IAC/InterActiveCorp

Offer to Exchange

4.75% Senior Notes due 2022
Registered under the Securities Act

for

A Like Principal Amount of Outstanding 4.75% Senior Notes due 2022

PROSPECTUS

, 2013

IAC/INTERACTIVECORP
PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers***

IAC/InterActiveCorp

Section 145 of the Delaware General Corporation Law, or DGCL, provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the registrant. Section 145 of the DGCL also permits a corporation to pay expenses incurred by a director or officer in advance of the final disposition of a proceeding subject to receipt of an undertaking by such director or officer to repay such amount if it shall be ultimately determined that such person is not entitled to be indemnified by the corporation. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

IAC/InterActiveCorp's Restated Certificate of Incorporation, as amended, and Amended and Restated By-Laws provide for indemnification of the corporation's directors and officers (and their legal representatives), and of those serving at the request of the corporation's board of directors or officers as an employee or agent of the corporation, or as a director, officer, employee, or agent of another corporation, partnership, joint venture, or other enterprise, to the fullest extent authorized by the DGCL, except that the corporation shall indemnify a person for a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the board of directors. IAC/InterActiveCorp's Amended and Restated By-Laws provide for mandatory advancement of expenses to persons entitled to indemnification in defending any action, suit or proceeding in advance of its final disposition, provided that if the DGCL so requires, such persons provide an undertaking to repay such amounts advanced if it is ultimately determined that such person is not entitled to indemnification. From time to time, directors and officers of IAC/InterActiveCorp may be provided with indemnification agreements that are consistent with or greater than the foregoing provisions and, to the extent such officers and directors serve as executive officers or directors of subsidiaries of IAC/InterActiveCorp, consistent with the indemnification provisions of the charter documents of such subsidiaries. IAC/InterActiveCorp has policies of directors' and officers' liability insurance which insure directors and officers against the costs of defense, settlement and/or payment of judgment under certain circumstances. IAC/InterActiveCorp believes that these agreements and arrangements are necessary to attract and retain qualified persons as directors and officers.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation is not personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the corporation or its stockholders; (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions; or (4) for any transaction from which the director derived an improper personal benefit.

IAC/InterActiveCorp's Restated Certificate of Incorporation provides for such limitation of liability.

Subsidiary Guarantor Registrants

Delaware Corporation Guarantors—About, Inc.; Elicia Acquisition Corp.; HomeAdvisor, Inc.; IAC Search & Media, Inc.; Match.com International Holdings, Inc.; Match.com, Inc.; Mindspark Interactive Network, Inc.; Mojo Acquisition Corp.; People Media, Inc.; Shoebuy.com, Inc.; Tutor.com, Inc.

For a description of Delaware law, see above under the heading "IAC/InterActiveCorp."

About, Inc.'s Amended and Restated Certificate of Incorporation provides for indemnification, to the fullest extent legally permissible under the DGCL, of any and all persons whom About, Inc. has the power to indemnify under the DGCL. About, Inc.'s Amended and Restated By-Laws provide for indemnification of directors and officers, and of any person serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, or other enterprise, to the fullest extent authorized under the laws of the State of Delaware, except that the corporation shall indemnify a person for a proceeding initiated by such person only if the proceeding was authorized by the board of directors. About, Inc.'s Amended and Restated By-Laws provide for mandatory advancement of expenses to directors and officers in defending any action, suit or proceeding in advance of its final disposition upon an undertaking to repay such amounts advanced if it is ultimately determined that such person is not entitled to indemnification, except in the case of certain actions, suits or proceedings brought by the corporation and approved by the board of directors. About, Inc.'s Amended and Restated Certificate of Incorporation limits the liability of a director of the corporation for monetary damages for breach of fiduciary duty to the fullest extent permitted by the DGCL.

Elicia Acquisition Corp.'s Certificate of Incorporation and By-Laws provide for indemnification, to the fullest extent permitted by the DGCL, of any director, officer, employee, or agent of the corporation, and of any person serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, or other enterprise, except that the corporation shall indemnify a person for a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the board of directors. Elicia Acquisition Corp.'s Certificate of Incorporation and By-Laws provide that the corporation shall advance expenses to directors, officers, employees, or agents in defending any action, suit or proceeding in advance of its final disposition upon an undertaking to repay such amounts advanced if it is ultimately determined that such person is not entitled to indemnification, except in the case of certain actions, suits or proceedings brought by the corporation and approved by the board of directors. Elicia Acquisition Corp.'s Certificate of Incorporation and By-Laws also provide that the corporation may purchase and maintain insurance on behalf of directors, officers, employees, and agents against any liability which may be asserted against such persons. Elicia Acquisition Corp.'s Certificate of Incorporation limits the liability of a director of the corporation for monetary damages for breach of fiduciary duty to the fullest extent permitted by the DGCL.

HomeAdvisor, Inc.'s Amended and Restated Certificate of Incorporation provides for indemnification, to the fullest extent permitted by the DGCL, of any director, or officer, employee, or agent of the corporation, and of any person serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, or other enterprise. HomeAdvisor, Inc.'s Amended and Restated Certificate of Incorporation provides that the corporation may advance expenses to directors, officers, employees, or agents in defending any action, suit or proceeding in advance of its final disposition upon an undertaking to repay such amounts advanced if it is ultimately determined that such person is not entitled to indemnification. HomeAdvisor, Inc.'s Amended and Restated Certificate of Incorporation also provides that the corporation may purchase and maintain insurance on behalf of directors, officers, employees, and agents against any liability which may be asserted against such persons. HomeAdvisor, Inc.'s Amended and Restated Certificate of

Incorporation limits the liability of a director of the corporation for monetary damages for breach of fiduciary duty to the fullest extent permitted by the DGCL.

IAC Search & Media, Inc.'s Amended and Restated Certificate of Incorporation and By-Laws provide for indemnification of the corporation's directors and officers (and their legal representatives) to the fullest extent authorized by the DGCL, except that the corporation shall indemnify a person for a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the board of directors or in certain other circumstances, and also provide that the corporation may indemnify employees or agents of the corporation. IAC Search & Media, Inc.'s Amended and Restated Certificate of Incorporation and By-Laws provide for mandatory advancement of expenses to directors and officers, and to any person serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, or other enterprise, in defending any action, suit or proceeding in advance of its final disposition, provided that if the DGCL so requires, such person provide an undertaking to repay such amounts advanced if it is ultimately determined that such person is not entitled to indemnification, and except in certain circumstances upon a determination that the person defending the action, suit or proceeding acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation. IAC Search & Media, Inc.'s Amended and Restated Certificate of Incorporation and By-Laws also provide that the corporation may maintain liability insurance on behalf of any person required or permitted to be indemnified under the corporation's By-Laws. IAC Search & Media, Inc.'s Amended and Restated Certificate of Incorporation provides that a director shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty, except to the extent such limitation of liability is not permitted under the DGCL.

The Certificates of Incorporation of each of Match.com International Holdings, Inc., Match.com, Inc., Mojo Acquisition Corp., People Media, Inc. and Shoebuy.com, Inc. provide for indemnification, to the fullest extent permitted by the DGCL, of the corporation's directors and officers (and their legal representatives), any person serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, or other enterprise, and, by action of the corporation's board, employees and agents of the corporation, to the fullest extent authorized by the DGCL, except that the corporation shall indemnify a person for a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the board of directors. The Certificates of Incorporation of each of Match.com International Holdings, Inc., Match.com, Inc., Mojo Acquisition Corp., People Media, Inc. and Shoebuy.com, Inc. provide that the corporation shall advance expenses to directors, officers, employees, and agents in defending any proceeding in advance of its final disposition, provided that if the DGCL so requires, such director, officer, employee, or agent provide an undertaking to repay such amounts advanced if it is ultimately determined that such person is not entitled to indemnification. The Certificates of Incorporation of each of Match.com International Holdings, Inc., Match.com, Inc., Mojo Acquisition Corp., People Media, Inc. and Shoebuy.com, Inc. also provide that the corporation may maintain insurance on behalf of directors, officers, employees, and agents against any liability which may be asserted against such persons. The Certificates of Incorporation of each of Match.com International Holdings, Inc., Match.com, Inc., Mojo Acquisition Corp., People Media, Inc. and Shoebuy.com, Inc. provide that a director shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty, except to the extent such limitation of liability is not permitted under the DGCL.

Tutor.com, Inc.'s Amended and Restated Certificate of Incorporation provides for indemnification, to the fullest extent permitted by the DGCL, of legal representatives, directors and officers, and any person serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity

as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, except that the corporation shall indemnify a person for a proceeding initiated by such person only if the proceeding was authorized by the board of directors. Tutor.com, Inc.'s Amended and Restated Certificate of Incorporation provides that if the DGCL requires, the corporation shall advance expenses to directors and officers (or employees and agents of the corporation if determined by action of the board) in defending any such proceeding in advance of its final disposition upon an undertaking to repay such amounts advanced if it is ultimately determined that such person is not entitled to indemnification. Tutor.com, Inc.'s Amended and Restated Certificate of Incorporation also provides that the corporation may purchase and maintain insurance on behalf of any director, officer, employee or agent of the corporation, or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, regardless of whether the corporation would have the power to indemnify that person against such expense, liability or loss under the DGCL.

Delaware Limited Liability Company Guarantors—APN, LLC, Aqua Acquisition Holdings LLC; CityGrid Media, LLC; HTRF Ventures, LLC; IAC Search, LLC; Match.com, L.L.C.

Section 18-108 of the Delaware Limited Liability Company Act permits a limited liability company, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The limited liability company agreements of APN, LLC, CityGrid Media, LLC and IAC Search, LLC provide that the member will not be obligated or liable to the company, any creditor of the company or any other person for any losses, debts, obligations or liabilities of the company, except as otherwise agreed by the member, and, except as required by law, shall not be liable to such persons for the repayment of amounts received by the company. The limited liability company agreements of APN, LLC, CityGrid Media, LLC and IAC Search, LLC provide that none of the member or the managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of the foregoing, nor any officer, employee, representative or agent of the company, will be liable to the company or any other person for any act or omission taken or omitted in the reasonable belief that it is in or not contrary to the best interests of the company and is within such person's authority, provided it does not constitute fraud, willful misconduct, bad faith or gross negligence. The limited liability company agreements of APN, LLC, CityGrid Media, LLC and IAC Search, LLC also provide for indemnification of such persons, except in the case of fraud, willful misconduct, bad faith or gross negligence, and except if the claim was initiated by such person and was not authorized or consented to by the board. The limited liability company agreements of APN, LLC, CityGrid Media, LLC and IAC Search, LLC provide for mandatory advancement of expenses in defending any claim in advance of its final disposition upon an undertaking to repay such amount if it is ultimately determined that such person is not entitled to indemnification. The limited liability company agreement IAC Search, LLC further limits the liability of the managers to the fullest extent permitted by the Delaware Limited Liability Company Act.

Aqua Acquisition Holdings LLC's limited liability company agreement provides for indemnification of the manager, except in the case of willful misfeasance or gross negligence and except to the extent it would be a violation of applicable law, and also provides for advancement of expenses, subject to the manager's agreement to reimburse such advance to the extent it is determined that the manager was not entitled to indemnification. Aqua Acquisition Holdings LLC's limited liability company agreement also limits the liability of the manager, except in the case of willful misfeasance, gross negligence or disloyalty and except to the extent such liability may not be waived, modified or limited under applicable law.

HTRF Ventures, LLC's limited liability company agreement limits the liability of the member in its managerial capacity to the fullest extent permitted by the Delaware Limited Liability Company Act and

provides that the member will not be obligated or liable to the Company, any creditor of the Company or any other person for any losses, debts, obligations or liabilities of the company, except as otherwise agreed by the member, and, except as required by law, shall not be liable to such persons for the repayment of amounts received by the company. HTRF Ventures, LLC's limited liability company agreement provides for indemnification of the member, including for any personal financial loss as a result of the deposit of personal funds or assumption of any personal obligation in connection with the assets acquired by the company, to the maximum extent permitted by law, except in the case of any material fraud, intentional misconduct or knowing violation of any law or regulation.

Match.com, L.L.C.'s limited liability company agreement provides for indemnification of the member to the fullest extent permitted by applicable law for any act or omission performed or omitted in good faith and in manner reasonably believed to be within the scope of the authority conferred thereunder. Match.com, L.L.C.'s limited liability company agreement limited the liability of the member for the obligations or liabilities of the company, except to the extent provided in the Delaware Limited Liability Company Act.

Arizona Limited Liability Company—People Media, LLC

Section 29-610(A)(13) of the Arizona Limited Liability Company Act permits a limited liability company to indemnify a member, manager, employee, officer, agent or any other person.

People Media, LLC's amended and restated operating agreement provides that except as otherwise provided by the Arizona Limited Liability Company Act, none of the member, any manager or any officer will be personally liable for any debt, obligation or liability of the company.

California Limited Liability Company—Dictionary.com, LLC

Section 17003(l) of the California Limited Liability Company Act permits a limited liability company to indemnify or hold harmless any person.

Dictionary.com, LLC's amended and restated operating agreement provides that no manager or officer will be obligated personally for any debt, obligation or liability of the company, except as otherwise required therein or by law, that no member will be obligated or liable to the company, any creditor of the company or any other person for any losses, debts, obligations or liabilities of the company, except as set forth therein or as otherwise agreed to by such member, and that no member will be liable to the company, the managers of the company, creditors of the company or any other person for the repayment of amounts received from the company, except as set forth therein or required by law.

Dictionary.com, LLC's amended and restated operating agreement provides that no member, manager, officer, employee, agent or representative of the company will be liable to the company or any other person who has an interest in or claim against the company for any loss, damage or claim, and to the fullest extent permitted by applicable law will be indemnified therefor, incurred by reason of any act or omission performed or omitted by such person in good faith and in a manner reasonably believed to be within the scope of authority conferred thereby, except in the case of any loss, damage or claim incurred by reason of such person's bad faith, fraud or willful misconduct. Dictionary.com, LLC's amended and restated operating agreement provides for the advancement of indemnified expenses in advance of the final disposition of any action, suit or proceeding provided it appears reasonably likely that the recipient is or will be entitled to indemnification and upon an agreement to repay such amounts if it is ultimately determined that the recipient is not entitled to be indemnified. Dictionary.com, LLC's amended and restated operating agreement also provides that the company may purchase and maintain insurance on behalf of any member, manager or officer, employee, agent or representative of the company.

New York Corporation—Humor Rainbow, Inc.

Section 721 of the New York Business Corporation Law (the "NYBCL") provides that, in addition to indemnification provided in Article 7 of the NYBCL, a corporation may indemnify a director or officer by a provision contained in the certificate of incorporation or by-laws or by a duly authorized resolution of its shareholders or directors or by agreement, provided that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and material to the cause of action, or that such director or officer personally gained, in fact, a financial profit or other advantage to which he was not legally entitled.

Section 722(a) of the NYBCL provides that a corporation may indemnify a director or officer made, or threatened to be made, a party to any action other than a derivative action, whether civil or criminal, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding or any appeal therein, if such director or officer acted in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe It his conduct was unlawful.

Section 722(c) of the NYBCL provides that a corporation may indemnify a director or officer made, or threatened to be made, a party in a derivative action, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein if such director or officer acted in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification will be available under Section 722(c) of the NYBCL in respect of a threatened action, or a pending action which is settled or otherwise disposed of, or any claim, issue or matter as to which such director or officer shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines, upon application, that, in view of all the circumstances of the case, the director or officer is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

Section 723 of the NYBCL specifies the manner in which payment of indemnification under Section 722 of the NYBCL or indemnification permitted under Section 721 of the NYBCL may be authorized by the corporation. Section 723 of the NYBCL also provides that the indemnification provided for in Section 722 of the NYBCL is mandatory in any case in which the director or officer has been successful, whether on the merits or otherwise, in defending an action. In the event that the director or officer has not been successful or the action is settled, indemnification must be authorized by the appropriate corporate action as set forth in Section 723 of the NYBCL. Section 724 of the NYBCL provides that, upon application by a director or officer, indemnification may be awarded by a court to the extent authorized. Sections 722 and 723 of the NYBCL contain certain other provisions affecting the indemnification of directors and officers.

Section 725(a) of the NYBCL provides that expenses advanced by the corporation pursuant to Section 723 of the NYBCL or allowed by a court pursuant to Section 724 of the NYBCL shall be repaid if the recipient is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced by the corporation or allowed by the court exceed the indemnification to which he is entitled.

Section 726 of the NYBCL authorizes the purchase and maintenance of insurance to indemnify (i) a corporation for any obligation which it incurs as a result of the indemnification of directors and officers under the provisions of Article 7 of the NYBCL, (ii) directors and officers in instances in which they may be indemnified by the corporation under the provisions of Article 7 of the NYBCL, and

(iii) directors and officers in instances in which they may not otherwise be indemnified by the corporation under the provisions of Article 7 of the NYBCL, provided that the contract of insurance covering such directors and officers provides, in a manner acceptable to the New York State Superintendent of Insurance, for a retention amount and for co-insurance.

Section 402(b) of the NYBCL provides that a corporation's certificate of incorporation may eliminate or limit the personal liability of directors to the corporation or its shareholders for damages for any breach of duty in such capacity, provided that no such provision shall eliminate or limit the liability of any director if a judgment or other final adjudication adverse to him establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that his acts violated or in certain other instances.

Humor Rainbow, Inc.'s restated certificate of incorporation and amended bylaws provide for indemnification of all persons to whom it the company has the power to indemnify under Article 7 of the NYBCL to the fullest extent permitted thereunder. Humor Rainbow, Inc.'s amended bylaws provide for the advancement of expenses upon receipt of an undertaking to repay such amount as, and to the extent, required by the Section 725(a) of the NYBCL. Humor Rainbow, Inc.'s restated certificate of incorporation limits the liability of directors to the fullest extent permitted by Section 402(b) of the NYBCL. Humor Rainbow, Inc.'s amended bylaws also provide that it may purchase and maintain insurance to indemnify directors, officers and employees and to indemnify the corporation for any obligation it incurs as a result of its indemnification of directors, officers and employees.

Item 21. ***Exhibits***

Exhibit No.	Description of Exhibit
3.1	Restated Certificate of Incorporation of IAC/InterActiveCorp. (incorporated herein by reference to Exhibit 3.1 to our Registration Statement on Form 8-A/A, filed on August 12, 2005)
3.2	Certificate of Amendment of the Restated Certificate of Incorporation of IAC/InterActiveCorp. (incorporated herein by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on August 22, 2008)
3.3	Amended and Restated By-laws of IAC/InterActiveCorp (incorporated herein by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on December 6, 2010)
3.4*	Amended and Restated Certificate of Incorporation of About, Inc.
3.5*	Amended and Restated By-laws of About, Inc.
3.6*	Certificate of Formation of APN, LLC
3.7*	Limited Liability Company Agreement of APN, LLC
3.8*	Certificate of Formation of Aqua Acquisition Holdings LLC
3.9*	Limited Liability Company Agreement of Aqua Acquisition Holdings LLC
3.10*	Certificate of Formation of CityGrid Media, LLC
3.11*	Limited Liability Company Agreement of CityGrid Media, LLC
3.12*	Articles of Organization of Dictionary.com, LLC
3.13*	Amended and Restated Operating Agreement of Dictionary.com, LLC
3.14*	Certificate of Incorporation of Elicia Acquisition Corp.

Exhibit No.	Description of Exhibit
3.15*	By-laws of Elicia Acquisition Corp.
3.16*	Amended and Restated Certificate of Incorporation of HomeAdvisor, Inc.
3.17*	By-laws of HomeAdvisor, Inc.
3.18*	Certificate of Formation of HTRF Ventures, LLC
3.19*	Limited Liability Company Agreement of HTRF Ventures, LLC
3.20*	Restated Certificate of Incorporation of Humor Rainbow, Inc.
3.21*	Amended By-laws of Humor Rainbow, Inc.
3.22*	Amended and Restated Certificate of Incorporation of IAC Search & Media, Inc.
3.23*	By-laws of IAC Search & Media, Inc.
3.24*	Certificate of Formation of IAC Search, LLC
3.25*	Limited Liability Company Agreement of IAC Search, LLC
3.26*	Certificate of Incorporation of Match.com International Holdings, Inc.
3.27*	By-laws of Match.com International Holdings, Inc.
3.28*	Certificate of Incorporation of Match.com, Inc.
3.29*	By-laws of Match.com, Inc.
3.30*	Certificate of Formation of Match.com, L.L.C.
3.31*	Limited Liability Company Agreement of Match.com, L.L.C.
3.32*	Amended and Restated Certificate of Incorporation of Mindspark Interactive Network, Inc.
3.33*	By-laws of Mindspark Interactive Network, Inc.
3.34*	Certificate of Incorporation of Mojo Acquisition Corp.
3.35*	By-laws of Mojo Acquisition Corp.
3.36*	Amended and Restated Certificate of Incorporation of People Media, Inc.
3.37*	By-laws of People Media, Inc.
3.38*	Articles of Organization of People Media, LLC
3.39*	Amended and Restated Operating Agreement of People Media, LLC
3.40*	Amended and Restated Certificate of Incorporation of Shoebuy.com, Inc.
3.41*	By-laws of Shoebuy.com, Inc.
3.42*	Amended and Restated Certificate of Incorporation of Tutor.com, Inc.
3.43*	By-laws of Tutor.com, Inc.
4.1	Indenture, dated as of December 21, 2012, among the Issuer, the Guarantors party thereto and Computershare Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.1 to our Annual Report on Form 10-K, filed on March 1, 2013)
4.2	In accordance with Item 601(b)(4)(iii)(A) of Regulation S-K, certain instruments relating to long-term obligations of the Registrant have been omitted but will be furnished to the Commission upon request.

Exhibit No.	Description of Exhibit
4.3*	Supplemental Indenture, dated as of April 11, 2013, among the Issuer, the Guarantors party thereto and Computershare Trust Company, N.A., as trustee
5.1*	Legal Opinion of Wachtell, Lipton, Rosen & Katz
5.2*	Legal Opinion of The Cavanagh Law Firm
5.3*	Legal Opinion of Katten Muchin Rosenman LLP
5.4*	Legal Opinion of Potter Anderson & Corroon LLP
12.1*	Computation of Ratio of Earnings to Fixed Charges
23.1*	Consent of Wachtell, Lipton, Rosen & Katz (contained in Exhibit 5.1)
23.2*	Consent of The Cavanagh Law Firm (contained in Exhibit 5.2)
23.3*	Consent of Katten Muchin Rosenman LLP (contained in Exhibit 5.3)
23.4*	Consent of Potter Anderson & Corroon LLP (contained in Exhibit 5.4)
23.5*	Consent of Ernst & Young LLP
23.6*	Consent of Ernst & Young LLP
24.1*	Power of Attorney
25.1*	Statement of Eligibility of Trustee
99.1*	Form of Letter of Transmittal
99.2*	Form of Notice of Guaranteed Delivery
99.3*	Form of Letter from IAC/InterActiveCorp to Brokers, Dealers
99.4*	Form of Letter to Clients

* Filed herewith

Item 22. Undertakings

Each of the undersigned registrants hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and/or

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

Each of the undersigned registrants hereby undertakes that, for the purposes of determining any liability under the Securities Act of 1933, each filing of its annual report pursuant to Section 13(a) or 15(d) of the Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Each of the undersigned registrants hereby undertakes that, for purposes of determining liability under the Securities Act to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of any of the registrants, pursuant to the foregoing provisions, or otherwise, each of the undersigned registrants has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by such registrant of expenses incurred or paid by a director, officer or controlling person of such registrant in the successful defense of any action, suit or proceeding) is asserted by any such director, officer or controlling person in connection with the securities being registered, the corresponding registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether or not such indemnification is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Each of the undersigned registrants hereby undertakes to respond to requests for information that are incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

Each of the undersigned registrants hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

IAC/INTERACTIVECORP

By: /s/ JEFFREY W. KIP

Name: Jeffrey W. Kip
Title: *Executive Vice President and Chief Financial Officer*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
*	Chief Executive Officer, Director (Principal Executive Officer)	May 3, 2013
Gregory R. Blatt		
*	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
Jeffrey W. Kip		
*	Senior Vice President and Controller (Principal Accounting Officer)	May 3, 2013
Michael Schwerdtman		
*	Chairman, Senior Executive and Director (Chairman of the Board)	May 3, 2013
Barry Diller		
*	Vice Chairman and Director (Vice Chairman)	May 3, 2013
Victor A. Kaufman		
*	Director	May 3, 2013
Edgar Bronfman, Jr.		
*	Director	May 3, 2013
Chelsea Clinton		

Signature	Title	Date
*		
Sonali De Rycker	Director	May 3, 2013
*		
Michael D. Eisner	Director	May 3, 2013
*		
Donald R. Keough	Director	May 3, 2013
*		
Bryan Lourd	Director	May 3, 2013
*		
Arthur C. Martinez	Director	May 3, 2013
*		
David Rosenblatt	Director	May 3, 2013
*		
Alan G. Spoon	Director	May 3, 2013
*		
Alexander von Furstenberg	Director	May 3, 2013
*		
Richard F. Zannino	Director	May 3, 2013

*By: /s/ JEFFREY W. KIP

Name: Jeffrey W. Kip
Title: *Attorney-in-Fact*

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

ABOUT, INC.

By: /s/ NEIL VOGEL

Name: Neil Vogel
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ NEIL VOGEL Neil Vogel	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ JUSTIN SQUEZELLO Justin Squezello	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ JEFF SPITZER Jeff Spitzer	Vice President and Global Controller (Principal Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Director	May 3, 2013
/s/ JEFFREY W. KIP Jeffrey W. Kip	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

APN, LLC

By: /s/ JOEY LEVIN

Name: Joey Levin
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ JOEY LEVIN Joey Levin	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ DAN FOSSNER Dan Fossner	Vice President and Assistant Treasurer (Principal Financial & Accounting Officer)	May 3, 2013
/s/ JOEY LEVIN Joey Levin	Manager	May 3, 2013
/s/ ADAM AGENSKY Adam Agensky	Manager	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

AQUA ACQUISITION HOLDINGS LLC

By: /s/ JOEY LEVIN

Name: Joey Levin
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ JOEY LEVIN Joey Levin	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ DAN FOSSNER Dan Fossner	Vice President and Chief Financial Officer (Principal Financial & Accounting Officer)	May 3, 2013
/s/ EDWARD FERGUSON Edward Ferguson	Senior Vice President and Assistant Secretary, IAC Search & Media, Inc., Manager and Sole Member	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

CITYGRID MEDIA, LLC

By: /s/ JASON FINGER

Name: Jason Finger
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ JASON FINGER Jason Finger	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ SETH KLEIN Seth Klein	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ DAVID KAHDIAN David Kahdian	Controller (Principal Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Manager	May 3, 2013
/s/ JEFFREY W. KIP Jeffrey W. Kip	Manager	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

DICTIONARY.COM, LLC

By: /s/ JOEY LEVIN

Name: Joey Levin
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ JOEY LEVIN Joey Levin	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ CORBIN HOWES Corbin Howes	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ JEFF SPITZER Jeff Spitzer	Vice President (Principal Accounting Officer)	May 3, 2013
/s/ JOANNE HAWKINS Joanne Hawkins	Senior Vice President, Deputy General Counsel and Assistant Secretary, IAC/InterActiveCorp, Sole Member	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

ELICIA ACQUISITION CORP.

By: /s/ JEFFREY W. KIP

Name: Jeffrey W. Kip
Title: *President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ JEFFREY W. KIP Jeffrey W. Kip	President (Principal Executive Officer)	May 3, 2013
/s/ MICHAEL SCHWERDTMAN Michael Schwerdtman	Vice President (Principal Financial & Accounting Officer)	May 3, 2013
/s/ MICHAEL SCHWERDTMAN Michael Schwerdtman	Vice President (Principal Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Director	May 3, 2013
/s/ JEFFREY W. KIP Jeffrey W. Kip	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

HOMEADVISOR, INC.

By: /s/ CHRIS TERRILL

Name: Chris Terrill
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ CHRIS TERRILL Chris Terrill	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ TOM DURANT Tom Durant	Vice President, Finance (Principal Financial & Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Director	May 3, 2013
/s/ JEFFREY W. KIP Jeffrey W. Kip	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

HTRF VENTURES, LLC

By: /s/ JEFFREY W. KIP

Name: Jeffrey W. Kip
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ JEFFREY W. KIP Jeffrey W. Kip	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ MICHAEL SCHWERDTMAN Michael Schwerdtman	Vice President and Chief Financial Officer (Principal Financial & Accounting Officer)	May 3, 2013
/s/ JOANNE HAWKINS Joanne Hawkins	Senior Vice President, Deputy General Counsel and Assistant Secretary, IAC/InterActiveCorp, Sole Member	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

HUMOR RAINBOW, INC.

By: /s/ SAM YAGAN

Name: Sam Yagan
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ SAM YAGAN Sam Yagan	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ JAMES RHYU James Rhyu	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ PHIL EIGENMANN Phil Eigenmann	Vice President and Controller (Principal Accounting Officer)	May 3, 2013
/s/ CURTIS ANDERSON Curtis Anderson	Director	May 3, 2013
/s/ JAMES RHYU James Rhyu	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

IAC SEARCH & MEDIA, INC.

By: /s/ DOUG LEEDS

Name: Doug Leeds
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ DOUG LEEDS Doug Leeds	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ JEFF SPITZER Jeff Spitzer	Chief Financial Officer (Principal Financial & Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Director	May 3, 2013
/s/ JEFFREY W. KIP Jeffrey W. Kip	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

IAC SEARCH, LLC

By: /s/ JOEY LEVIN

Name: Joey Levin
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ JOEY LEVIN Joey Levin	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ DAN FOSSNER Dan Fossner	Chief Financial Officer (Principal Financial & Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Manager	May 3, 2013
/s/ JEFFREY W. KIP Jeffrey W. Kip	Manager	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

MATCH.COM INTERNATIONAL HOLDINGS, INC.

By: /s/ SAM YAGAN

Name: Sam Yagan
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ SAM YAGAN Sam Yagan	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ JAMES RHYU James Rhyu	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ PHIL EIGENMANN Phil Eigenmann	Vice President and Controller (Principal Accounting Officer)	May 3, 2013
/s/ CURTIS ANDERSON Curtis Anderson	Director	May 3, 2013
/s/ JAMES RHYU James Rhyu	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

MATCH.COM, INC.

By: /s/ GREGORY BLATT

Name: Gregory Blatt
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ GREGORY BLATT Gregory Blatt	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ JAMES RHYU James Rhyu	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ PHIL EIGENMANN Phil Eigenmann	Vice President and Global Controller (Principal Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Director	May 3, 2013
/s/ JEFFREY W. KIP Jeffrey W. Kip	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

MATCH.COM, L.L.C.

By: /s/ SAM YAGAN

Name: Sam Yagan
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ SAM YAGAN Sam Yagan	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ JAMES RHYU James Rhyu	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ PHIL EIGENMANN Phil Eigenmann	Vice President and Global Controller (Principal Accounting Officer)	May 3, 2013
/s/ JOANNE HAWKINS Joanne Hawkins	Vice President and Assistant Secretary, Match.com, Inc., Sole Member	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

MINDSPARK INTERACTIVE NETWORK, INC.

By: /s/ JOEY LEVIN

Name: Joey Levin
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ JOEY LEVIN Joey Levin	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ DAN FOSSNER Dan Fossner	Chief Financial Officer (Principal Financial & Accounting Officer)	May 3, 2013
/s/ ADAM AGENSKY Adam Agensky	Director	May 3, 2013
/s/ JOEY LEVIN Joey Levin	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

MOJO ACQUISITION CORP.

By: /s/ SAM YAGAN

Name: Sam Yagan
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ SAM YAGAN Sam Yagan	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ JAMES RHYU James Rhyu	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ PHIL EIGENMANN Phil Eigenmann	Vice President and Controller (Principal Accounting Officer)	May 3, 2013
/s/ CURTIS ANDERSON Curtis Anderson	Director	May 3, 2013
/s/ JOEY LEVIN Joey Levin	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

PEOPLE MEDIA, INC.

By: /s/ SAM YAGAN

Name: Sam Yagan
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ SAM YAGAN Sam Yagan	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ JAMES RHYU James Rhyu	Chief Financial Officer (Principal Financial & Accounting Officer)	May 3, 2013
/s/ CURTIS ANDERSON Curtis Anderson	Director	May 3, 2013
/s/ JOEY LEVIN Joey Levin	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

PEOPLE MEDIA, LLC

By: /s/ SAM YAGAN

Name: Sam Yagan
Title: *Chief Executive Officer and President*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ SAM YAGAN Sam Yagan	Chief Executive Officer and President (Principal Executive Officer)	May 3, 2013
/s/ JAMES RHYU James Rhyu	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ PHIL EIGENMANN Phil Eigenmann	Vice President and Controller (Principal Accounting Officer)	May 3, 2013
/s/ CURTIS ANDERSON Curtis Anderson	VP, General Counsel and Secretary, People Media, Inc., Manager and Sole Member	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

SHOEBUY.COM, INC.

By: /s/ MICHAEL SORABELLA

Name: Michael Sorabella
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ MICHAEL SORABELLA Michael Sorabella	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ JOHN FORISTALL John Foristall	Chief Financial Officer (Principal Financial & Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Director	May 3, 2013
/s/ JEFFREY W. KIP Jeffrey W. Kip	Director	May 3, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 3, 2013.

TUTOR.COM, INC.

By: /s/ MANDY GINSBERG

Name: Mandy Ginsberg
Title: *Chief Executive Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gregg Winiarski and Joanne Hawkins and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ MANDY GINSBERG Mandy Ginsberg	Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ KEVIN DONALDS Kevin Donalds	Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ CARMELA PETROCELLI Carmela Petrocelli	Chief Financial Officer (Principal Accounting Officer)	May 3, 2013
/s/ GREGG WINIARSKI Gregg Winiarski	Director	May 3, 2013
/s/ STUART CAWTHORN Stuart Cawthorn	Director	May 3, 2013

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
3.1	Restated Certificate of Incorporation of IAC/InterActiveCorp. (incorporated herein by reference to Exhibit 3.1 to our Registration Statement on Form 8-A/A, filed on August 12, 2005)
3.2	Certificate of Amendment of the Restated Certificate of Incorporation of IAC/InterActiveCorp. (incorporated herein by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on August 22, 2008)
3.3	Amended and Restated By-laws of IAC/InterActiveCorp (incorporated herein by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on December 6, 2010)
3.4*	Amended and Restated Certificate of Incorporation of About, Inc.
3.5*	Amended and Restated By-laws of About, Inc.
3.6*	Certificate of Formation of APN, LLC
3.7*	Limited Liability Company Agreement of APN, LLC
3.8*	Certificate of Formation of Aqua Acquisition Holdings LLC
3.9*	Limited Liability Company Agreement of Aqua Acquisition Holdings LLC
3.10*	Certificate of Formation of CityGrid Media, LLC
3.11*	Limited Liability Company Agreement of CityGrid Media, LLC
3.12*	Articles of Organization of Dictionary.com, LLC
3.13*	Amended and Restated Operating Agreement of Dictionary.com, LLC
3.14*	Certificate of Incorporation of Elicia Acquisition Corp.
3.15*	By-laws of Elicia Acquisition Corp.
3.16*	Amended and Restated Certificate of Incorporation of HomeAdvisor, Inc.
3.17*	By-laws of HomeAdvisor, Inc.
3.18*	Certificate of Formation of HTRF Ventures, LLC
3.19*	Limited Liability Company Agreement of HTRF Ventures, LLC
3.20*	Restated Certificate of Incorporation of Humor Rainbow, Inc.
3.21*	Amended By-laws of Humor Rainbow, Inc.
3.22*	Amended and Restated Certificate of Incorporation of IAC Search & Media, Inc.
3.23*	By-laws of IAC Search & Media, Inc.
3.24*	Certificate of Formation of IAC Search, LLC
3.25*	Limited Liability Company Agreement of IAC Search, LLC
3.26*	Certificate of Incorporation of Match.com International Holdings, Inc.
3.27*	By-laws of Match.com International Holdings, Inc.
3.28*	Certificate of Incorporation of Match.com, Inc.
3.29*	By-laws of Match.com, Inc.

Exhibit No.	Description of Exhibit
3.30*	Certificate of Formation of Match.com, L.L.C.
3.31*	Limited Liability Company Agreement of Match.com, L.L.C.
3.32*	Amended and Restated Certificate of Incorporation of Mindspark Interactive Network, Inc.
3.33*	By-laws of Mindspark Interactive Network, Inc.
3.34*	Certificate of Incorporation of Mojo Acquisition Corp.
3.35*	By-laws of Mojo Acquisition Corp.
3.36*	Amended and Restated Certificate of Incorporation of People Media, Inc.
3.37*	By-laws of People Media, Inc.
3.38*	Articles of Organization of People Media, LLC
3.39*	Amended and Restated Operating Agreement of People Media, LLC
3.40*	Amended and Restated Certificate of Incorporation of Shoebuy.com, Inc.
3.41*	By-laws of Shoebuy.com, Inc.
3.42*	Amended and Restated Certificate of Incorporation of Tutor.com, Inc.
3.43*	By-laws of Tutor.com, Inc.
4.1	Indenture, dated as of December 21, 2012, among the Issuer, the Guarantors party thereto and Computershare Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.2 to our Annual Report on Form 10-K, filed on March 1, 2013)
4.2	In accordance with Item 601(b)(4)(iii)(A) of Regulation S-K, certain instruments relating to long-term obligations of the Registrant have been omitted but will be furnished to the Commission upon request.
4.3	Supplemental Indenture, dated as of April 11, 2013, among the Issuer, the Guarantors party thereto and Computershare Trust Company, N.A., as trustee
5.1*	Legal Opinion of Wachtell, Lipton, Rosen & Katz
5.2*	Legal Opinion of The Cavanagh Law Firm
5.3*	Legal Opinion of Katten Muchin Rosenman LLP
5.4*	Legal Opinion of Potter Anderson & Corroon LLP
12.1*	Computation of Ratio of Earnings to Fixed Charges
23.1*	Consent of Wachtell, Lipton, Rosen & Katz (contained in Exhibit 5.1)
23.2*	Consent of The Cavanagh Law Firm (contained in Exhibit 5.2)
23.3*	Consent of Katten Muchin Rosenman LLP (contained in Exhibit 5.3)
23.4*	Consent of Potter Anderson & Corroon LLP (contained in Exhibit 5.4)
23.5*	Consent of Ernst & Young LLP
23.6*	Consent of Ernst & Young LLP
24.1*	Power of Attorney
25.1*	Statement of Eligibility of Trustee

Exhibit No.	Description of Exhibit
99.1*	Form of Letter of Transmittal
99.2*	Form of Notice of Guaranteed Delivery
99.3*	Form of Letter from IAC/InterActiveCorp to Brokers, Dealers
99.4*	Form of Letter to Clients

* Filed herewith

EXHIBIT 3.4

THIRD AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ABOUT, INC.

About, Inc. (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY:

A. The name of the Corporation is About, Inc. The Corporation was originally incorporated under the name "MiningCo.com, Inc." The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on November 17, 1998. The Corporation's Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on December 15, 1998. The Corporation's Second Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on March 29, 1999.

B. This Third Amended and Restated Certificate of Incorporation, which amends and restates the Second Amended and Restated Certificate of Incorporation in its entirety, was duly adopted in accordance with Sections 228, 242 and 245 of the Delaware General Corporation Law (the "DGCL").

C. The Third Amended and Restated Certificate of Incorporation of the Corporation shall read in its entirety as follows:

ARTICLE I

Section 1.1 Name. The name of the Corporation is About, Inc.

ARTICLE II

Section 2.1 Address. The registered office and registered agent of the Corporation is the Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

ARTICLE III

Section 3.1 Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

ARTICLE IV

Section 4.1 Capital Stock. The amount of the total authorized capital stock of the Corporation is 1,000 shares, all of which are of a par value of $0.01 each and classified as Common Stock.

ARTICLE V

Section 5.1 Duration. The duration of the Corporation shall be perpetual.

ARTICLE VI

Section 6.1 Directors' Personal Liability. The personal liability of all of the directors of the Corporation is hereby eliminated to the fullest extent allowed as provided by the DGCL, as the same may be supplemented and amended.

ARTICLE VII

Section 7.1 Indemnification. The Corporation shall, to the fullest extent legally permissible under the provisions of the DGCL, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding in which he may be involved or with which he may be threatened, or other matters referred to in or covered by said provisions both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the Corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders of the Corporation entitled to vote thereon after notice.

Dated on this 26th day of May, 2004.

/s/ Beverly C. Chell
Beverly C. Chell, Secretary

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is About, Inc.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on January 6, 2005.

/s/ Christopher A. Fraser
Christopher A. Fraser
Senior Vice President, Law

AMENDED AND RESTATED BY-LAWS

OF

ABOUT, INC.

ARTICLE I

Certificate of Incorporation and Bylaws

Section 1. These By-Laws are subject to the Certificate of Incorporation of the Corporation. In these By-Laws, references to law, the Certificate of Incorporation and By-Laws mean the law, the provisions of the Certificate of Incorporation and the By-Laws as from time to time in effect.

ARTICLE II

Offices

Section 1. The registered office shall be in the city of Wilmington, state of Delaware.

Section 2. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE III

Meetings of Stockholders

Section 1. All meetings of the stockholders for the election of directors shall he held at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which they shall elect by a plurality vote the directors to be elected at such meeting, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of the Chairman of the Board of Directors or two-thirds of the Board of Directors.

Section 6. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of fifty percent (50%) of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Unless otherwise provided in the Certificate of Incorporation each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

Section 11.

A. Annual Meetings of Stockholders

1. Nominations of persons for election to the Board of Directors and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (a) pursuant to the Corporation's notice of meeting, (b) by or at the direction of the Board of Directors or (c) by any stockholder of the Corporation who was a stockholder of record at the time of giving of notice provided for in this Section 11, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 11.

2. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of paragraph (a)(1) of this Section 11, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and such other business must otherwise be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the one hundred twentieth (120th) day nor earlier than the close of business on the one hundred fiftieth (150th) day prior to the first anniversary of the date of the proxy statement delivered to stockholders in connection with the preceding year's annual meeting; provided, however, that if either (1) the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such an anniversary date or (ii) no proxy statement was delivered to stockholders in connection with the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the ninetieth (90th) day prior to such annual meeting and not later than the close of business on the later of the sixtieth (60th) day prior to such annual meeting or the close of business on the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation. Such stockholder's notice shall set forth (a) as in each person whom the stockholder proposes to nominate for election or reelection as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 34A under the Securities Exchange Act of 1934, as amended (the "Exchange Act") (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director it elected); (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner and (ii) the class and number of shares of capital stock of the Corporation that are owned beneficially and held of record by such stockholder and such beneficial owner.

3. Notwithstanding anything in the second sentence of paragraph (a)(2) of this Section 11 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least seventy (70) days prior to the first anniversary of the preceding year's annual meeting (or, if the annual meeting is held more than thirty (30) days before or sixty (60) days after such anniversary date, at least seventy (70) days prior to such annual meeting), a stockholder's notice required by this Section 11 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive office of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

B. Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (a) by or at the direction of the Board of Directors or (b) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice of the special meeting, who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 11. If the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in Ile Corporation's notice of meeting, if the stockholder's notice required by paragraph (A)(2) of this Section 11 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the ninetieth (90th) day prior to such special meeting not later than the later of (x) the close of business of the sixtieth (60th) day prior to such special meeting or (y) the close of business of the tenth (10th) day following the day on which public announcement is first made of the date of such special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting.

C. General.

1. Only such persons who are nominated in accordance with the procedures set forth in this Section 11 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 11. Except as otherwise provided by law, the Certificate of Incorporation or these By-Laws, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 11 and, if any proposed nomination or business is not incompliance herewith, to declare that such defective proposal or nomination shall be disregarded.

2. For purposes of this Section 11, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or

comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 and 15(d) of the Exchange Act.

3. Notwithstanding the foregoing provisions of this Section 11, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 11 shall be deemed to affect any

rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of Preferred Stock to elect directors under specified circumstances.

Notwithstanding any other provision of law, the Certificate of Incorporation or these By-Laws, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least 66.67% of the votes which all the stockholders would be entitled to cast at any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Section 11.

ARTICLE IV

Directors

Section 1. The number of directors which shall constitute the whole Board shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting of the stockholders, except as provided in Section 2 of this Article. Directors need not be stockholders.

Section 2. Vacancies and new created directorships resulting from any increase in the authorized number of directors may be filled by 66.67% of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election at which directors are to be elected and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the Corporation shall be managed by or under the direction of its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Meetings of the Board of Directors

Section 4. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Members of the Board of Directors may participate in regular or special meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person.

Section 6. Special meetings of the Board may be called by the president on two (2) days' notice to each director by mail or forty-eight (48) hours notice to each director either personally or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors unless the Board consists of only one director, in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director.

Section 7. At all meetings of the Board a majority of the directors fixed by Section 1 shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Unless otherwise restricted by the Certificate of Incorporation of these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 9. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Committees of Directors

Section 10. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence of disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the By-Laws of the Corporation; and, unless the resolution or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to

authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Compensation of Directors

Section 12. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Director and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Removal of Directors

Section 13. Any director or the entire Board of Directors may be removed only in accordance with the provisions of the Corporation's Certificate of Incorporation.

ARTICLE V

Notices

Section 1. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be

given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

Officers

Section 1. The officers of the Corporation shall be chosen by the Board of Directors and shall be a chief executive officer, chief financial officer, president, treasurer and a secretary. The Board of Directors may elect from among its members a Chairman of the Board and a Vice Chairman of the Board. The Board of Directors may also choose one or more vice-presidents, assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-Laws otherwise provide.

Section 2. The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a president, a treasurer, and a secretary and may choose vice presidents.

Section 3. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. The officers of the Corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

The Chairman of the Board

Section 6. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which such individual shall be present, Such individual shall have and may exercise such powers as are, from time to time, assigned to him by the Board and as may be provided by law.

Section 7. In the absence of the Chairman of the Board, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which such individual shall be present. Such individual shall have and may exercise such powers as are, from time to time, assigned to him by the Board and as may be provided by law.

Chief Executive Officer

Section 8. Such individual shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 9. Such individual shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the

Board of Directors to some other officer or agent of the Corporation.

The President and Vice-Presidents

Section 10. In the absence of the Chairman and Vice Chairman of the Board the President shall preside at all meetings of the stockholders and the Board of Directors; such individual shall have general and active management of the business of the Corporation and shall ace that all orders and resolutions of the Board of Directors are carried into effect.

Section 11. Such individual shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 12. In the absence of the president or in the event of his inability or refusal to act, the vice-president, if any, (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

The Secretary and Assistant Secretary

Section 13. The secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. Such individual shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision such individual shall be. Such individual shall have custody of the corporate seal of the Corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

Section 14. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there be no such

determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of directors may from time to time prescribe.

The Treasurer and Assistant Treasurers

Section 15. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

Section 16. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the Corporation.

Section 17. If required by the Board of Directors, such individual shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 18. The assistant treasurer, or if there shall he more than one, the assistant treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

Certificate of Stock

Section 1. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the chairman or vice-chairman of the Board of Directors, or the president or a vice president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions or such preferences and/or rights shall be set forth in full

or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Any of or all the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such individual were such office, transfer agent or registrar at the date of issue.

Lost Certificates

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Transfer of Stock

Section 4. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Fixing Record Date

Section 5. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholder or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or

to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Registered Stockholders

Section 6. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VIII

General Provisions

Dividends

Section 1. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purposes as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Checks

Section 3. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Fiscal Year

Section 4. The fiscal year of the Corporation shall end on December 31, unless otherwise fixed by resolution of the Board of Directors.

Seal

Section 5. The Board of Directors may adopt a corporate seal having inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Indemnification

Section 6. The Corporation shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any director or officer made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a director or officer of the Corporation or a predecessor corporation or, at the Corporation's request, a director or officer of another corporation, provided, however, that the Corporation shall indemnify any such agent in connection with a proceeding initiated by such agent only if such proceeding was authorized by the Board of Directors of the Corporation. The indemnification provided for in this Section 6 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a director, and (iii) inure to the benefit of the heirs, executors and administrators of such a person. The Corporation's obligation to provide indemnification under this Section 6 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Corporation or any other person.

Expenses incurred by a director or officer of the Corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that such individual is or was a director of the Corporation (or was serving at the Corporation's request as a director or officer of another corporation) shall he paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that such individual is not entitled to be indemnified by the Corporation as authorized by relevant sections of the General Corporation Law of Delaware. Notwithstanding the foregoing, the Corporation shall not be required to advance such expenses to an agent who is a party to an action, suit or proceeding brought by the Corporation and approved by a majority of the Board of Directors of the Corporation which alleges willful misappropriation of corporate assets by such agent, disclosure of confidential information in violation of such agent's fiduciary or contractual obligations to the Corporation or any other willful and deliberate breach in bad faith of such agent's duty to the Corporation or its stockholders.

The foregoing provisions of this Section 6 shall be deemed to be a contract between the Corporation and each director who serves in such capacity at any time while this bylaw is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

To assure indemnification under this Section 6 of all directors and officers who are determined by the Corporation or otherwise to be or to have been "fiduciaries" of any employee benefit plan of the Corporation which may exist from time to time, Section 145 of the General Corporation Law of Delaware shall, for the purposes of this Section 6, be interpreted as follows: and "other enterprise" shall be deemed to include such an employee benefit plan, including without limitation, any plan of the Corporation which is governed by the Act of

Congress entitled "Employee Retirement Income Security Act of 1974," as amended from time to time; the Corporation shall be deemed to have requested a person to serve an employee benefit plan where the performance by such person of his duties to the Corporation also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to an employee benefit plan pursuant to such Act of Congress shall be deemed "fines."

Transactions with Interested Parties

Section 7. No contract or transaction between the Corporation and one or more of the directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of the directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because such director or officer is present at or participates in the meeting of the Board of Directors or a committee of the Board of Directors which authorizes the contract or transaction or solely because his, her or their votes are counted for such purpose, if:

(1) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum;

(2) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(3) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee of the Board of Directors, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IX

Amendments

These By-Laws may be repealed, altered, amended or rescinded by the stockholders of the Corporation by vote of not less than 66.67% of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors (considered for this purpose as one class) cast at a meeting of the stockholders called for that purpose (provided that notice of such proposed repeal, alteration, amendment or rescission is included in the notice of such meeting). In addition, in accordance with the Corporation's Certificate of Incorporation, the Board of Directors may repeal, alter, amend or rescind these By-Laws by vote of 66.67% of the Board of Directors.

EXHIBIT 3.6

CERTIFICATE OF FORMATION
OF
APN, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

1. The name of the limited liability company is **APN, LLC**.

2. The address of the registered office of the limited liability company in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, Delaware 19904. The name of the registered agent at such address is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 3rd day of December, 2009.

/s/ Adam Agensky
Adam Agensky, Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
APN, LLC
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") is effective as of December 3, 2009 (the "**Effective Date**"), is made by IAC Search & Media, Inc., a Delaware corporation, as the sole member (the "**Member**"), for the purpose of providing for the organization and operation of APN, LLC (the "**Company**"), a limited liability company formed pursuant to the Delaware Limited Liability Company Act, Title 6, Sections 18-101 *et seq* of the Delaware Code (the "**Act**").

R E C I T A L S

WHEREAS, the Member desires to organize the Company for the purpose of engaging in any lawful act or activity that may be engaged in by a limited liability company organized under the Act; and

WHEREAS, for tax purposes it is intended that the Company shall be classified as an "entity disregarded as separate from its owner," and not an "association" taxable as a "corporation," as those terms are defined in Section 7701 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the applicable Treasury regulations promulgated thereunder (the "**Regulations**");

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and obligations set forth herein, the Member hereby agrees that the Company shall be structured and operated as follows:

ARTICLE I
FORMATION

1.1 Name. The name of the Company is "APN, LLC" and all business of the Company shall be conducted under that name or any other fictitious name or names selected by the Member from time to time, provided that any such name reflects the Company's status as a limited liability company and is otherwise permitted by applicable law.

1.2 Place of Business. The Company's initial principal place of business shall be c/o IAC/InterActiveCorp, 555 West 18th Street, New York, NY 10011, or such other place or places as the Member may from time to time determine. The registered agent for the service of process and the registered office shall be that person and location reflected in the Company's Certificate of Formation as filed in the office of the Delaware Secretary of State.

1.3 Business and Authority. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

1.4 Company Term. The term of the Company commenced on December 3, 2009, the date of filing by an authorized person of the Company's Certificate of Formation with the Delaware Secretary of State, and shall continue until the Company's dissolution in accordance with the provisions of Article VII of this Agreement.

1.5 Agreement; Effect of Inconsistencies With the Act. It is the express intent of the Member that except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be deemed to be amended to the smallest degree possible in order to make this Agreement effective under the Act in accordance with the intent of the parties. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

ARTICLE II
MEMBERSHIP; MEMBERSHIP INTEREST

2.1 Membership Interest. There shall be one class of equity interests in the Company, which shall be common membership units ("**Units**").

2.2 Name and Address and Ownership Interest of the Member. The name, address, and ownership interests of the Member of the Company are set forth in Schedule 1 attached to this Agreement, as such schedule may be amended from time to time.

ARTICLE III
CAPITAL CONTRIBUTIONS AND LOANS

3.1 Initial Capital Contribution. The Member may from time to time make contributions of cash or property to the Company (each, a "**Capital Contribution**"). On or about the Effective Date, the Member will make an initial Capital Contribution consisting of the assets and liabilities. The initial Capital Contribution will be effected pursuant to a contribution agreement.

3.2 Interest on Capital Contributions. The Member shall not be entitled to receive any interest on any Capital Contribution.

3.3 Additional Capital Contributions. The Member shall not be required or obligated to: (i) make any additional contribution to the capital of the Company over and above that required by Sections 3.1 or (ii) restore a deficit Capital Account (as defined in Section 4.1) balance upon the liquidation of the Company or Member's Units in the Company.

3.4 **Loans by Member.** The Member may make a loan or advance money or property to or on behalf of the Company. Such loan or advance shall not increase the Member's Capital Account, entitle the Member to any greater share of Company distributions or subject the Member to any greater proportion of Company losses. The amount of such loans or advances shall be a debt owed by the Company to the Member, and any interest paid to the Member shall be charged as any other expense against income of the Company.

ARTICLE IV
CAPITAL ACCOUNT, DISTRIBUTIONS, AND TAX MATTERS

4.1 **Establishment of Capital Account.** A capital account (the "**Capital Account**") shall be established and maintained for the Member in accordance with the principles set forth in sections 704(b) and 704(c) of the Code and the Regulations promulgated thereunder. The Capital Account shall initially be equal to: (i) the full amount of cash contributed by the Member to the Company, and (ii) the fair market value of other property contributed by the Member to the Company (net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code).

4.2 **Increases and Decreases in Capital Account.** The Member's Capital Account shall be increased by any additional capital contributions made by the Member to the Company (in the case of contributed property such increase shall equal the fair market value of such property net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code) and by the Net Profit (as defined in Section 4.3 hereof), and decreased by any money and the fair market value of any property distributed to such Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under section 752 of the Code) and by the Net Loss (as defined in Section 4.3 hereof).

4.3 **Net Profit and Net Loss.** For the purposes of this Agreement, the terms "**Net Profit**" and "**Net Loss**" shall mean the Company's taxable net profit and taxable net loss, respectively, for the period or periods in question, determined in accordance with federal income tax accounting principles, taking into account such items not reflected in the Company's taxable net income or taxable net loss as required by section 704(b) of the Code and the Regulations thereunder.

4.4 **Conformance With the Code and Applicable Regulations.** It is the intent that Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement be construed and applied in a manner consistent with the requirements of Code sections 704(b) and 704(c) and the Regulations promulgated thereunder. If, in the opinion of the Company's accountant, the manner in which Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement apply should be modified in order to comply with Code sections 704(b) and 704(c) and the Regulations promulgated thereunder, then, notwithstanding anything to the contrary contained in Sections 4.1, 4.2, 4.3, and 4.4, the method by which Capital Accounts are maintained shall be so modified with the consent of the Member.

4.5 **Distributions.**

(a) All distributions (whether in cash or in kind) shall be made at such times and in such amounts as shall be determined by the Member. All distributions of cash or other assets

available for distribution, from whatever source derived, shall be paid or distributed to the Member. Immediately prior to any such distribution, the Capital Account of the Member shall be adjusted as provided in Regulation section 1.704-1(b)(2)(iv)(f).

4.6 **Fiscal Year; Tax Decisions.** The taxable and fiscal accounting year of the Company shall end on December 31 each year. All decisions and elections affecting the Company's taxable income for any period shall be made by the Member.

ARTICLE V
GOVERNANCE

5.1 **Management By Board of Managers.**

(a) Subject to such matters which are expressly reserved hereunder or under the Act to the Member for decision, the business and affairs of the Company shall be managed by a board of managers (the "**Board**"), which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. The Board shall consist of one (1) to ten (10) individuals (the "**Managers**"), the exact number of Managers to be determined from time to time by resolution of the Member. The initial Board shall consist of two (2) Managers, who shall initially be **Adam Agensky** and **Joey Levin**.

(b) Each Manager shall be elected by the Member and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. The Member may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Member.

(c) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Member. A Manager chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

5.2 **Action by the Board of Managers.**

(a) Meetings of the Board may be called by any Manager upon two (2) days prior written notice to each Manager. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(b) Meetings of the Board may be conducted in person or by conference telephone facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

5.3. Power to Bind Company. None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the

Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto.

5.4 Officers and Related Persons. The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. The initial officers of the Company, who shall serve until their resignation or removal by the Board, shall be as set forth on Schedule 2.

5.5 Specific Powers and Duties of the Officers. In addition to the powers given to the officers by the Board and by this Agreement, except as expressly limited by the provisions of this Agreement, the officers shall have the power to enter into, make, sign, seal, deliver and perform the day-to-day agreements, contracts, documents, instruments and other undertakings and to engage in all activities and transactions as may be necessary or desirable in order to carry out the day-to-day business of the Company, all on behalf of the Company. In addition, the officers may open and maintain bank accounts and draw checks or other orders for the payment of money on behalf of the Company.

ARTICLE VI
LIABILITY; INDEMNIFICATION

6.1 Limited Liability. The Member shall not be obligated or liable to the Company, any creditor of the Company or any other person, for any losses, debts, obligations or liabilities of the Company, except as otherwise agreed in writing by the Member. Except as required by law, the Member shall not be liable to the Company, creditors of the Company or any other person for the repayment of amounts received from the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

6.2 Rights or Powers. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "**Covered Person**" and, collectively, the "**Covered Persons**") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

6.3 Indemnification.

(a) To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("**Claims**"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 6.3 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 6.3.

ARTICLE VII
DISSOLUTION AND TERMINATION OF THE COMPANY

7.1 Event Causing Dissolution. Notwithstanding any other provision of this Agreement, the Company shall be dissolved and its properties and other assets liquidated and the proceeds therefrom distributed in the manner and order provided for in Section 7.2 upon the consent of the Member.

7.2 Distribution on Termination. Upon a dissolution and termination of the Company, the person appointed by the Member (the "**Liquidator**") shall collect and marshal the Company's assets, sell such assets as such Liquidator shall deem appropriate, provide for the payment of all of the legally enforceable obligations of the Company that are not then due and distribute the proceeds and all other assets of the Company in the following order:

(a) First, in payment of debts, obligations and liabilities of the Company which are then outstanding;

(b) Second, at the discretion of the Liquidator, to the setting up of any reserves which the Liquidator may deem necessary, appropriate or desirable for any contingent or unforeseen liabilities or obligations or for debts or liabilities of the Company (and, at the expiration of such period as the Liquidator shall deem necessary, advisable or desirable to accomplish payment of any such obligations, the Liquidator shall distribute the remaining reserves in the manner hereinafter provided); and

(c) Third, to the Member in an amount equal to the positive balance in the Member's Capital Account, after adjusting such Account to reflect profit and loss under Article IV of this Agreement and any gain or loss which would be recognized if the Company sold its remaining assets at their fair market value on the date of dissolution of the Company.

7.3 **Authority of the Liquidator.** In carrying out the liquidation proceedings, the Liquidator shall have all of the powers and authority provided to the Member, and shall be entitled to the benefits of limitation of liability and indemnification provided to the Member in its managerial capacity in this Agreement.

7.4 **Liquidation Statement.** The Member shall be furnished with a statement prepared by the Liquidator, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation. Upon the Company complying with the foregoing distribution plan, the Member shall cease to be such, and the Liquidator shall execute, acknowledge and cause to be filed such appropriate documents evidencing the dissolution and winding up.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **Further Assurances.** The Member agrees to execute and deliver to the Company upon request, any and all additional certificates, instruments and advice necessary to be filed, recorded or delivered in order to perfect the formation, operation, termination and dissolution of the Company in accordance with this Agreement, and to amend, supplement and cancel the Company's Certificate of Formation as required to carry out any of the foregoing.

8.2 **Amendments.** This Agreement may be amended at any time by a written amendment signed by the Member.

8.3 **Notices.** Any written notice to the Member required or permitted under this Agreement shall be deemed to have been duly given for all purposes (a) on the date of delivery, if delivered personally on the party or by confirmed facsimile transmission or (b) on the third business day after mailing, whether or not the same is actually received, if sent by United States registered mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated below such address set forth on Schedule 1 hereto, or at the most recent address, specified by written notice, given to the sender by addressee under this provision. Notices to the Company shall be given in the same manner and shall be addressed to it at its principal place of business.

8.4 **Incorporation By Reference.** The recitals and schedules to this Agreement are hereby incorporated herein by this reference as if set forth here in full.

8.5 **Severability.** If any term, provision, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision, agreement or condition shall be enforced to the maximum extent legally permissible, and the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8.6 **Counterparts.** The Member may execute this Agreement in two or more counterparts, which shall, in the aggregate, constitute one instrument.

8.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws, but not the choice of law provisions, of the State of Delaware.

8.8 **Successors.** This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, and personal representatives of the Member.

8.9 **Third Party Beneficiaries.** This Agreement is not intended to create any rights or remedies in favor of any person who is not a signatory to this Agreement or in any way create any third party beneficiary rights or remedies, including (except as specifically provided to the contrary herein) on behalf of any Transferee.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first written above.

IAC Search & Media, Inc.

By: _____
Name: Ed Ferguson
Title: Sr. VP, General Counsel and Secretary

SCHEDULE 1

MEMBERS AND UNITS

Name and Address of Member	Common Units Owned	Percentage of Total	Capital Contribution
IAC Search & Media, Inc. 555 12th Street Oakland, California 94607 Attention: General Counsel	100	100%	

SCHEDULE 2

INITIAL OFFICERS

Name	Title
Joey Levin	Chief Executive Officer and President
Mark Stein	Vice President and Chief Strategy Officer
Adam Agensky	Vice President, General Counsel and Secretary
Eric DeGraw	Vice President
Nick Stoumpas	Vice President and Treasurer
Ed Ferguson	Vice President and Assistant Secretary
Gregg Winiarski	Vice President and Assistant Secretary
Stuart Cawthorn	Vice President and Assistant Secretary

EXHIBIT 3.8

CERTIFICATE OF FORMATION
OF
Aqua Acquisition Holdings LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certify that:

FIRST: The name of the limited liability company hereby formed is Aqua Acquisition Holdings LLC.

SECOND: The address of the company's registered office in the State of Delaware and the County of New Castle is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and the name of its registered agent at that address is Corporation Service Company.

THIRD: The company shall be managed in accordance with the terms of its limited liability company agreement.

FOURTH: No member of this company shall be obligated personally for any debt, obligation or liability of the company solely by reason of being a member of this company. The failure to observe any formalities relating to the business or affairs of this company shall not be grounds for imposing personal liability on any member for the debts, obligations or liabilities of this company.

FIFTH: This company reserves the right to amend or repeal any provision contained herein in the manner now or hereafter prescribed by law and in this company's limited liability company agreement.

The undersigned hereby declares that, to the best of the undersigned's knowledge and belief, the facts stated above are true, and accordingly executes this Certificate of Formation as of March , 2004.

/s/ Steve Sordello
Steve Sordello, Authorized Person

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

AQUA ACQUISITION HOLDINGS LLC

AQUA ACQUISITION HOLDINGS LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is: AQUA ACQUISITION HOLDINGS LLC.

2. The Certificate of Formation of the domestic limited liability company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

National Registered Agents, Inc.
9 East Loockerman Street, Suite 1B
Dover, Delaware 19901
County of Kent

Executed on: February 17, , 2005

/s/ Brett M. Robertson
Brett M. Robertson, Authorized Person

AQUA ACQUISITION HOLDINGS LLC

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") for AQUA ACQUISITION HOLDINGS LLC, a Delaware limited liability company (the "Company"), is entered into on March , 2004 by and between ASK JEEVES, INC., a Delaware corporation (the "Sole Member") and the Company.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the Sole Member and the Company agree as follows:

ARTICLE I
FORMATION, NAME, PURPOSES, DEFINITIONS

1.1 Organization; Compliance; Tax Classification.

(a) In accordance with the Delaware Limited Liability Company Act (the "Act"), as it may be amended from time to time, the Sole Member has formed this Delaware manager-managed limited liability company effective upon the filing of the Company's Certificate of Formation with the Delaware Secretary of State. The Company's affairs shall be governed by this Agreement and the laws of the State of Delaware. The Company shall, from time to time hereafter, as may be required by law, execute any required amendments to its Certificate of Formation, and do all filings, recordings and other acts as may be appropriate to comply with the operation of the Company under the Act.

(b) For Federal income tax purposes, the Company shall be treated as a single-member limited liability company recognized as a disregarded entity under Treasury Regulation Section 301.7701-3.

1.2 Company Name. The Company's name shall be "Aqua Acquisition Holdings LLC" or such other name as the Sole Member may select.

1.3 Property of the Company. All Company business shall be conducted in the Company name. The Company shall hold title to all of its property in the Company name.

1.4 Place of Business. The office address at which Company records shall be kept and the Company's principal place of business address shall be 5850 Horton Street, Suite 350, Emeryville, CA 94608, or such other place or places as the Sole Member may determine.

1.5 Purpose. The Company's business purpose shall be to engage in any lawful business as the Act may authorize. The Company will acquire the business currently conducted by Indigo, Inc., a Delaware corporation, in a merger of Indigo, Inc. with and into the Company.

1.6 Powers. The Company is authorized to engage in all activity permitted by the Act that is germane to the Company's business.

1.7 Agent for Service of Process. The name and business address of the agent for service of process is Steve Sordello, c/o Ask Jeeves, Inc., 5850 Horton Street, Suite 350, Emeryville, CA 94608, or such other Person as the Sole Member shall designate.

1.8 Term. The term of this Company shall commence upon the filing of its Certificate of Formation with the Delaware Secretary of State and shall continue until such time as it shall be terminated under the provisions of Article IX hereof.

1.9 Nature of Sole Member's Interest in the Company. The interest of the Sole Member shall be personal property for all purposes. All real or other property owned by the Company shall be deemed owned by the Company, as an entity, for other legal purposes except income tax purposes.

1.10 Definitions. Capitalized words and phrases used in this Agreement shall have the following meanings:

"Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Agreement" means this written Limited Liability Company Agreement, which the Sole Member hereby declares shall govern the Company's operation and the Company's relationship to the Sole Member for purposes other than income taxes.

"Capital Contribution" means the amount of cash and any other property the Sole Member contributes to the Company from time to time.

"Company" means Aqua Acquisition Holdings LLC, a Delaware limited liability company.

"Manager" means only the Sole Member, or such other Person that the Sole Member may designate from time to time.

"Person" includes any individual, general partnership, limited partnership, limited liability company, corporation, trust, estate and other association.

"Sole Member" means only Ask Jeeves, Inc., a Delaware corporation, or such other Person that may become the Company's Sole Member.

ARTICLE II
CAPITALIZATION OF THE COMPANY

In exchange for its membership interest in the Company, the Sole Member agrees to contribute those assets listed on Exhibit A (the "Initial Contribution"). The Sole Member may from time to time contribute additional assets to the Company.

ARTICLE III
PROFITS, LOSSES, DISTRIBUTIONS

3.1 Distributions. Subject to the Company's reasonably anticipated business needs and opportunities of the Company, including, but not limited to, the establishment of any reserves deemed necessary by the Manager, any of the Company's excess cash and/or property may be distributed periodically and solely to the Sole Member, at the Manager's sole and absolute discretion.

3.2 Limitation Upon Distributions. Notwithstanding Section 3.1 above, no distribution shall be declared and paid unless, after the distribution is made, the Company's assets are in excess of all the Company's liabilities.

3.3 Loans to Company. Nothing in this Agreement shall prevent the Company from making secured or unsecured loans to the Sole Member or to other Persons at the Manager's sole and absolute discretion.

ARTICLE IV
MANAGEMENT OF THE COMPANY

4.1 Management by Manager. The business and affairs of the Company shall be managed by a Manager, or by third parties at the Manager's direction. Initially, the Sole Member shall serve as the Manager of the Company. The Manager shall direct, manage and control the Company's business to the best of the Manager's ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Manager deems to be reasonably required to accomplish the Company's business objectives. The Manager may cause the Company to appoint officers and agents of the Company with such titles and authorities as the Manager shall determine.

4.2 Compensation of the Manager. The Company shall reimburse the Manager for reasonable expenses incurred in connection with the Company's business. The Company shall compensate the Manager for the Manager's services for such amount and upon such terms and conditions as the Sole Member determines, from time to time, in the Sole Member's sole and absolute discretion.

4.3 Authorization. Except as otherwise provided in this Agreement, any Person dealing with the Company may rely upon a certificate signed by the Manager as to:

(a) The Sole Member's identity;

(b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by any Company officer or agent, or which are in any other manner germane to Company affairs;

(c) The Persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) Any act or failure to act by the Company or any other matter whatsoever involving the Company.

4.4 Activities of the Manager. The Manager shall devote so much of its time to Company affairs and the conduct of Company business as the Manager shall reasonably determine to be required and shall not be obligated to do or perform any act or thing in connection with Company business not expressly set forth herein.

4.5 Exculpation. The Manager shall not be liable to the Sole Member or the Company for any act or failure to act on behalf of the Company, unless such act or failure to act resulted from the Manager's willful misfeasance, gross negligence, or disloyalty. The Manager may consult with counsel and accountants in respect of Company affairs and shall be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel or accountants. Notwithstanding the foregoing, the provisions of this Section 4.5 shall not be construed so as to relieve (or attempt to relieve) the Manager of any liability, to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 4.5 to the fullest extent permitted by law.

4.6 Indemnification.

(a) The Company shall indemnify and hold harmless the Manager from and against any loss, expenses, judgment, settlement cost, fee and related expenses (including attorneys fees and expenses), costs or damages suffered or sustained by reason of being or having been the Manager, or arising out of or in connection with any action or failure to act, unless such act or failure to act was the result of willful misfeasance or gross negligence. The Company shall advance reasonable attorneys' fees and other costs and expenses incurred by the Manager in connection with defense of any pending or threatened action or proceeding which arises out of conduct which is the subject of the indemnification provided hereunder, subject to the Manager's agreement to reimburse the Company for such advance to the extent that it shall finally be determined by a court of competent jurisdiction that the Manager was not entitled to indemnification under this Section 4.6.

(b) Notwithstanding the foregoing, the provisions of this Section 4.6 shall not be construed so as to provide for indemnification for any liability to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but shall be construed so as to effectuate the provisions of this Section 4.6 to the fullest extent permitted by law.

4.7 Conflicts of Interest; the Company. The Manager may cause the Company to enter into agreements with any Person in which the Manager is directly or indirectly interested in or connected with, provided that the terms and conditions of such agreement are no less favorable to the Company than those that could be obtained from an unrelated third-party.

ARTICLE V
RIGHTS AND OBLIGATIONS OF THE SOLE MEMBER

5.1 Limitation of Liability. The Sole Member's liability for the debts and other obligations of the Company shall be strictly limited as set forth in the Act and other applicable law.

5.2 Amendment of Agreement. This Agreement may only be amended with the Sole Member's consent.

ARTICLE VI
MEETINGS

No annual or special meetings of the Sole Member are required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Sole Member.

ARTICLE VII
ACCOUNTING AND TAX ELECTIONS

7.1 Tax Returns. The Company, as a single-member limited liability company, shall not file separate Federal income tax returns.

7.2 Accounting Method. The Company's books and records of account shall be prepared and maintained on the same basis and in a manner consistent with the Sole Member's investment and business records.

7.3 Fiscal Year. The Company's fiscal year shall be the same as the Sole Member's fiscal year.

7.4 Bank Accounts. The Company funds shall not be commingled with the Sole Member's funds, rather the funds of the Company shall be maintained in a separate account or accounts in the Company's name. The Company's bank accounts shall be maintained in such federally insured banking institutions as are approved by the Manager and withdrawals shall be made only in the regular course of Company business and as otherwise authorized in this Agreement.

7.5 Records, Audits and Reports. The Company shall maintain or cause to be maintained records and accounts of all Company expenditures. At a minimum the Company shall keep at its principal place of business, during the term of the Company, the following records:

(a) A current list of the full name and last known business, residence, or mailing address of each Sole Member and Manager, both past and present;

(b) A copy of the Company's Certificate of Formation and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's Federal, state, and local tax returns and reports, if any, for the six most recent years; and

(d) Copies of the Company's currently effective written operating agreement and all amendments thereto, copies of any prior written operating agreement no longer in effect, copies of any writings permitted or required with respect to the Sole Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the six most recent years.

ARTICLE VIII
RESTRICTIONS ON TRANSFERABILITY; ADMISSION OF NEW MEMBERS

8.1 General. No interest of the Company may be assigned, transferred, or otherwise disposed of without the Sole Member's consent. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition in contravention of this Section 8.1 shall be null and void.

8.2 Admission of New Members. No Person shall be admitted as a member of the Company after the date of this Agreement without the Sole Member's written approval.

ARTICLE IX
DISSOLUTION AND WINDING UP

9.1 Dissolution. The Company shall dissolve and commence winding up and liquidating only upon the occurrence of the first to occur of any of the following (individually, a "Terminating Event"):

(i) At the Sole Member's written direction of the Sole Member, at any time; or

(ii) The happening of any other event that makes it unlawful or impossible to carry on Company business.

9.2 Winding Up. Upon a Terminating Event, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors, but the Company's separate existence shall continue until a Certificate of Cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

9.3 Liquidation and Distribution of Assets. The Manager shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon a Terminating Event. Any assets not required to discharge any liabilities shall be distributed to the Sole Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

9.4 Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Sole Member, the Manager shall execute and file a Certificate of Cancellation with the Delaware Secretary of State in the manner provided in the Act.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Sole Member and the Sole Member's respective legal representatives, successors, transferees, and assigns.

10.2 Time. Time is of the essence with respect to this Agreement.

10.3 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

10.4 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.5 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

10.6 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

10.7 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Sole Member.

10.8 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person, firm, corporation or other entity not a party hereto, and no such other Person, firm, corporation or other entity shall have any right or cause of action hereunder.

10.9 Amendment of Agreement. This Agreement may be amended or modified only by a written instrument adopted by the Sole Member.

10.10 Counterpart Execution; Facsimile Signatures. This Agreement may be executed in any number of counterparts pursuant to original or facsimile copies of signatures with the same effect as if the Manager and the Sole Member have signed the same document pursuant to original signatures. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, The Sole Member and the Company have entered into this Agreement as of the date first above set forth.

SOLE MEMBER:

ASK JEEVES, INC.,
a Delaware corporation

/s/ Steve Berkowitz
By: Steve Berkowitz
Title: CEO

COMPANY:

AQUA ACQUISITION HOLDINGS LLC,
a Delaware limited liability company

By: ASK JEEVES, INC.,
a Delaware corporation

/s/ Steve Sordello
By: Steve Sordello
Title: CFO

EXHIBIT "A"

CAPITAL CONTRIBUTION

$100.00

EXHIBIT 3.10

CERTIFICATE OF FORMATION
OF
CS.COM, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

1. The name of the limited liability company is CS.COM, LLC.

2. The address of the registered office of the limited liability company in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, Delaware 19904. The name of the registered agent at such address is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 5th day of August, 2008.

/s/ Stuart Cawthorn
Stuart Cawthorn, Authorized Person

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION
OF
CS.COM, LLC

CS.COM, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is CS.COM, LLC.

2. The Certificate of Formation of the company is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article the following new Article:

"1. The name of the limited liability company is Citysearch, LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on this 17th day of September, 2008.

/s/ Stuart Cawthorn
Stuart Cawthorn, Authorized Person

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

CITYSEARCH, LLC

Citysearch, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Delaware Limited Liability Company Act, does hereby certify:

1. The name of the limited liability company is Citysearch, LLC.

2. The certificate of formation of the company is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article the following new Article:

Article 1. The name of the limited liability company is CityGrid Media, LLC.

3. This filing shall become effective on June 3, 2010.

Executed on this 2 day of June, 2010.

/s/ Vivian W. Yang

Vivian W. Yang, Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CITYGRID MEDIA, LLC
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") is effective as of August 5, 2008 (the "**Effective Date**"), is made by Ticketmaster, a Delaware corporation, as the sole member (the "**Member**"), for the purpose of providing for the organization and operation of CITYGRID MEDIA, LLC (the "**Company**"), a limited liability company formed pursuant to the Delaware Limited Liability Company Act, Title 6, Sections 18-101 *et seq* of the Delaware Code (the "**Act**").

RECITALS

WHEREAS, the Member desires to organize the Company for the purpose of engaging in any lawful act or activity that may be engaged in by a limited liability company organized under the Act; and

WHEREAS, for tax purposes it is intended that the Company shall be classified as an "entity disregarded as separate from its owner," and not an "association" taxable as a "corporation," as those terms are defined in Section 7701 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the applicable Treasury regulations promulgated thereunder (the "**Regulations**");

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and obligations set forth herein, the Member hereby agrees that the Company shall be structured and operated as follows:

ARTICLE I
FORMATION

1.1 Name. The name of the Company is "CITYGRID MEDIA, LLC" and all business of the Company shall be conducted under that name or any other fictitious name or names selected by the Member from time to time, provided that any such name reflects the Company's status as a limited liability company and is otherwise permitted by applicable law.

1.2 Place of Business. The Company's initial principal place of business shall be 8833 Sunset Blvd., West Hollywood, California 90069, or such other place or places as the Member may from time to time determine. The registered agent for the service of process and the registered office shall be that person and location reflected in the Company's Certificate of Formation as filed in the office of the Delaware Secretary of State.

1.3 Business and Authority. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company engaging in lawful

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act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

1.4 Company Term. The term of the Company commenced on August 5, 2008, the date of filing by an authorized person of the Company's Certificate of Formation with the Delaware Secretary of State, and shall continue until the Company's dissolution in accordance with the provisions of Article VII of this Agreement.

1.5 Agreement; Effect of Inconsistencies With the Act. It is the express intent of the Member that except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be deemed to be amended to the smallest degree possible in order to make this Agreement effective under the Act in accordance with the intent of the parties. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

ARTICLE II
MEMBERSHIP; MEMBERSHIP INTEREST

2.1 Membership Interest. There shall be one class of equity interests in the Company, which shall be common membership units ("**Units**").

2.2 Name and Address and Ownership Interest of the Member. The name, address, and ownership interests of the Member of the Company are set forth in Schedule 1 attached to this Agreement, as such schedule may be amended from time to time.

ARTICLE III
CAPITAL CONTRIBUTIONS AND LOANS

3.1 Initial Capital Contribution. The Member may from time to time make contributions of cash or property to the Company (each, a "**Capital Contribution**"). On or about the Effective Date, the Member will make an initial Capital Contribution consisting of the assets and liabilities. The initial Capital Contribution will be effected pursuant to a contribution agreement.

3.2 Interest on Capital Contributions. The Member shall not be entitled to receive any interest on any Capital Contribution.

3.3 **Additional Capital Contributions.** The Member shall not be required or obligated to: (i) make any additional contribution to the capital of the Company over and above that required by Sections 3.1 or (ii) restore a deficit Capital Account (as defined in Section 4.1) balance upon the liquidation of the Company or Member's Units in the Company.

3.4 **Loans by Member.** The Member may make a loan or advance money or property to or on behalf of the Company. Such loan or advance shall not increase the Member's Capital Account, entitle the Member to any greater share of Company distributions or subject the Member to any greater proportion of Company losses. The amount of such loans or advances shall be a debt owed by the Company to the Member, and any interest paid to the Member shall be charged as any other expense against income of the Company.

ARTICLE IV
CAPITAL ACCOUNT, DISTRIBUTIONS, AND TAX MATTERS

4.1 **Establishment of Capital Account.** A capital account (the "**Capital Account**") shall be established and maintained for the Member in accordance with the principles set forth in sections 704(b) and 704(c) of the Code and the Regulations promulgated thereunder. The Capital Account shall initially be equal to: (i) the full amount of cash contributed by the Member to the Company, and (ii) the fair market value of other property contributed by the Member to the Company (net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code).

4.2 **Increases and Decreases in Capital Account.** The Member's Capital Account shall be increased by any additional capital contributions made by the Member to the Company (in the case of contributed property such increase shall equal the fair market value of such property net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code) and by the Net Profit (as defined in Section 4.3 hereof), and decreased by any money and the fair market value of any property distributed to such Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under section 752 of the Code) and by the Net Loss (as defined in Section 4.3 hereof).

4.3 **Net Profit and Net Loss.** For the purposes of this Agreement, the terms "Net Profit" and "Net Loss" shall mean the Company's taxable net profit and taxable net loss, respectively, for the period or periods in question, determined in accordance with federal income tax accounting principles, taking into account such items not reflected in the Company's taxable net income or taxable net loss as required by section 704(b) of the Code and the Regulations thereunder.

4.4 **Conformance With the Code and Applicable Regulations.** It is the intent that Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement be construed and applied in a manner consistent with the requirements of Code sections 704(b) and 704(c) and the Regulations promulgated thereunder. If, in the opinion of the Company's accountant, the manner in which Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement apply should be modified in order to comply with Code sections 704(b) and 704(c) and the Regulations promulgated thereunder, then, notwithstanding anything to the contrary contained in Sections 4.1, 4.2, 4.3, and 4.4, the method by which Capital Accounts are maintained shall be so modified with the consent of the Member.

4.5 **Distributions.**

(a) All distributions (whether in cash or in kind) shall be made at such times and in such amounts as shall be determined by the Member. All distributions of cash or other assets available for distribution, from whatever source derived, shall be paid or distributed to the Member. Immediately prior to any such distribution, the Capital Account of the Member shall be adjusted as provided in Regulation section 1.704-1(b)(2)(iv)(f).

4.6 **Fiscal Year; Tax Decisions.** The taxable and fiscal accounting year of the Company shall end on December 31 each year. All decisions and elections affecting the Company's taxable income for any period shall be made by the Member.

ARTICLE V
GOVERNANCE

5.1 **Management By Board of Managers.**

(a) Subject to such matters which are expressly reserved hereunder or under the Act to the Member for decision, the business and affairs of the Company shall be managed by a board of managers (the "**Board**"), which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. The Board shall consist of one (1) to ten (10) individuals (the "**Managers**"), the exact number of Managers to be determined from time to time by resolution of the Member. The initial Board shall consist of two (2) Managers, who shall initially be **Gregory Blatt** and **Thomas McInerney**.

(b) Each Manager shall be elected by the Member and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. The Member may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Member.

(c) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Member. A Manager chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

5.2 **Action by the Board of Managers.**

(a) Meetings of the Board may be called by any Manager upon two (2) days prior written notice to each Manager. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(b) Meetings of the Board may be conducted in person or by conference telephone facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

5.3. Power to Bind Company. None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto.

5.4 Officers and Related Persons. The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. The initial officers of the Company, who shall serve until their resignation or removal by the Board, shall be as set forth on Schedule 2.

5.5 Specific Powers and Duties of the Officers. In addition to the powers given to the officers by the Board and by this Agreement, except as expressly limited by the provisions of this Agreement, the officers shall have the power to enter into, make, sign, seal, deliver and perform the day-to-day agreements, contracts, documents, instruments and other undertakings and to engage in all activities and transactions as may be necessary or desirable in order to carry out the day-to-day business of the Company, all on behalf of the Company. In addition, the officers may open and maintain bank accounts and draw checks or other orders for the payment of money on behalf of the Company.

ARTICLE VI
LIABILITY; INDEMNIFICATION

6.1 Limited Liability. The Member shall not be obligated or liable to the Company, any creditor of the Company or any other person, for any losses, debts, obligations or liabilities of the Company, except as otherwise agreed in writing by the Member. Except as required by law, the Member shall not be liable to the Company, creditors of the Company or any other person for the repayment of amounts received from the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

6.2 Rights or Powers. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "**Covered Person**" and, collectively, the "**Covered Persons**") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

6.3 Indemnification.

(a) To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("**Claims**"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 6.3 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negli-gence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 6.3.

ARTICLE VII
DISSOLUTION AND TERMINATION OF THE COMPANY

7.1 Event Causing Dissolution. Notwithstanding any other provision of this Agreement, the Company shall be dissolved and its properties and other assets liquidated and the proceeds therefrom distributed in the manner and order provided for in Section 7.2 upon the consent of the Member.

7.2 Distribution on Termination. Upon a dissolution and termination of the Company, the person appointed by the Member (the "**Liquidator**") shall collect and marshal the Company's assets, sell such assets as such Liquidator shall deem appropriate, provide for the payment of all of the legally enforceable obligations of the Company that are not then due and distribute the proceeds and all other assets of the Company in the following order:

(a) First, in payment of debts, obligations and liabilities of the Company which are then outstanding;

(b) Second, at the discretion of the Liquidator, to the setting up of any reserves which the Liquidator may deem necessary, appropriate or desirable for any contingent or unforeseen liabilities or obligations or for debts or liabilities of the Company (and, at the expiration of such period as the Liquidator shall deem necessary, advisable or desirable to accomplish payment of any such obligations, the Liquidator shall distribute the remaining reserves in the manner hereinafter provided); and

(c) Third, to the Member in an amount equal to the positive balance in the Member's Capital Account, after adjusting such Account to reflect profit and loss under Article IV of this Agreement and any gain or loss which would be recognized if the Company sold its remaining assets at their fair market value on the date of dissolution of the Company.

7.3 **Authority of the Liquidator.** In carrying out the liquidation proceedings, the Liquidator shall have all of the powers and authority provided to the Member, and shall be entitled to the benefits of limitation of liability and indemnification provided to the Member in its managerial capacity in this Agreement.

7.4 **Liquidation Statement.** The Member shall be furnished with a statement prepared by the Liquidator, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation. Upon the Company complying with the foregoing distribution plan, the Member shall cease to be such, and the Liquidator shall execute, acknowledge and cause to be filed such appropriate documents evidencing the dissolution and winding up.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **Further Assurances.** The Member agrees to execute and deliver to the Company upon request, any and all additional certificates, instruments and advice necessary to be filed, recorded or delivered in order to perfect the formation, operation, termination and dissolution of the Company in accordance with this Agreement, and to amend, supplement and cancel the Company's Certificate of Formation as required to carry out any of the foregoing.

8.2 **Amendments.** This Agreement may be amended at any time by a written amendment signed by the Member.

8.3 **Notices.** Any written notice to the Member required or permitted under this Agreement shall be deemed to have been duly given for all purposes (a) on the date of delivery, if delivered personally on the party or by confirmed facsimile transmission or (b) on the third business day after mailing, whether or not the same is actually received, if sent by United States registered mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated below such address set forth on Schedule 1 hereto, or at the most recent address, specified by written notice, given to the sender by addressee under this provision. Notices to the Company shall be given in the same manner and shall be addressed to it at its principal place of business.

8.4 **Incorporation By Reference.** The recitals and schedules to this Agreement are hereby incorporated herein by this reference as if set forth here in full.

8.5 **Severability.** If any term, provision, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision, agreement or condition shall be enforced to the maximum extent legally permissible, and the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8.6 **Counterparts.** The Member may execute this Agreement in two or more counterparts, which shall, in the aggregate, constitute one instrument.

8.7 **Governing Law.** This Agreement shall be governed b and construed in accordance with the internal laws, but not the choice of law provisions, of the State of Delaware.

8.8 **Successors.** This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, and personal representatives of the Member.

8.9 **Third Party Beneficiaries.** This Agreement is not intended to create any rights or remedies in favor of any person who is not a signatory to this Agreement or in any way create any third party beneficiary rights or remedies, including (except as specifically provided to the contrary herein) on behalf of any Transferee.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first written above.

Ticketmaster

By: _____
Name: Joanne Hawkins
Title: Vice President

SCHEDULE 1

MEMBERS AND UNITS

Name and Address of Member	Common Units Owned	Percentage of Total
Ticketmaster 8833 Sunset Blvd. West Hollywood, California 90069	100	100%

SCHEDULE 2

INITIAL OFFICERS

Name	Title
Jay Herratti	Chief Executive Officer

John Cherry	Vice President, Finance
Lee Spiegler	Vice President, General Counsel and Secretary
Thomas McInerney	Vice President
Michael Schwerdtman	Vice President
Eric DeGraw	Vice President
Nick Stoumpas	Vice President and Treasurer
Gregory Blatt	Vice President and Assistant Secretary
Joanne Hawkins	Vice President and Assistant Secretary
Gregg Winiarski	Vice President and Assistant Secretary
Tanya Stanich	Vice President and Assistant Secretary
Stuart Cawthorn	Vice President and Assistant Secretary

Exhibit 3.12

State of California
Bill Jones
Secretary of State

LLC-1

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

IMPORTANT- Read the Instructions before completing the form.
This document is presented for filing pursuant to Section 17050 of the California Corporations Code.

1. Limited liability company name:
(End the name with LLC, L.L.C., Limited Liability Company or Ltd. Liability Co.)

Lexico Publishing Group, LLC

2. Latest date (month/day/year) on which the limited liability company is to dissolve. March 1, 2024

3. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea Limited Liability Company Act.

4. Enter the name and address of initial agent for service of process and check the appropriate provision below:

Bernard Kariger , which is

x an individual residing in California.

o a corporation which has filed a certificate pursuant to Section 1505 of the California Corporations Code. Skip Item 5 and proceed to Item 6.

5. If the initial agent for service of process is an individual, enter a business or residential street address in California:

Street address: 1031 Arroyo Drive

City: Fullerton State: California Zip Code: 92833

6. The limited liability company will be managed by: (check one)

o one manager o more than one manager o limited liability company members

7. Describe type of business of the Limited Liability Company.

On-line services and publishing.

8. If other matters are to be included in the Articles of Organization attach one or more separate pages.
Number of pages attached, if any: [0]

9. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

For Secretary of State Use

File No. 199908310033

/s/ Brian Kariger
Signature of organizer

Brian Kariger
Type or print name of organizer

FILED
In the office of the Secretary of State
of the State of California
MAR 22 1999
BILL JONES Secretary of State

OFFICE OF THE SECRETARY OF STATE

Date: March 7, 1999
SEC/STATE (REV. 7/97)

FORM LLC-1 — FILING FEE: $70
Approved By Secretary Of State

State of California
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California
JUL 17 2008

LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

A $30.00 filing fee must accompany this form.

IMPORTANT– Read instructions before completing this form. This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER

   199908310033

2. NAME OF LIMITED LIABILITY COMPANY

   Lexico Publishing Group, LLC

3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED IF NECESSARY.

   A. LIMITED LIABILITY COMPANY NAME (END THE NAME WITH THE WOROS 'LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO." OR THE ABBREVIATIONS "LLC"' OR "L.L.C.")

   Dictionary.com, LLC

   B. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (CHECK ONE):

   o ONE MANAGER
   o MORE THAN ONE MANAGER
   x ALL LIMITED LIABILITY COMPANY MEMBER(S)

   C. AMENDMENT TO TEXT OF THE ARTICLES OF ORGANIZATION:

   D. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE SET FORTH ON SEPARATE ATTACHED PAGES AND ARE MADE A PART OF THIS CERTIFICATE. OTHER MATTERS MAY INCLUDE A CHANGE IN THE LATEST DATE ON WHICH THE LIMITED LIABILITY COMPANY IS TO DISSOLVE OR ANY CHANGE IN THE EVENTS THAT WILL CAUSE THE DISSOLUTION.

4. FUTURE EFFECTIVE DATE, IF ANY:

   MONTH DAY YEAR

5. NUMBER OF PAGES ATTACHED, IF ANY:

6. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

   /s/ Gregg Winiarski — SIGNATURE OF AUTHORIZED PERSON
   07/17/2008 — DATE

   Gregg Winiarski, Member
   TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

7. RETURN TO:

   [ ]

   NAME Gregg Winiarski
   FIRM IAC/lnterActiveCorp
   ADDRESS 555 West 18th Street
   CITY/STATE New York. New York
   ZIP CODE 10011

   [ ]

SEC/STATE FORM LLC·2 (Rev. 03/2005) — FILING FEE S30.00 APPROVED BY SECRETARY OF STATE

Exhibit 3.13

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

DICTIONARY.COM, INC.

a California Limited Liability Company

Dated as of July 17, 2008

TABLE OF CONTENTS

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
DICTIONARY.COM, LLC
a California Limited Liability Company

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "*Agreement*") of Dictionary.com, LLC (f/k/a Lexico Publishing Group, LLC), a California limited liability company (the "*Company*"), has been entered into as of July 17, 2008 ("*Effective Date*") by IAC/InterActiveCorp ("*IAC*" or the "*Member*"), as the sole Member of the Company, for the purpose of providing for the operation of the Company consistent with the terms and provisions of the Beverly-Killea Limited Liability Company Act, Section 17000 et seq. of the California Corporations Code (as amended from time to time, the "*Act*"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article XI.

R E C I T A L S

WHEREAS, the Company has been formed as a limited liability company pursuant to the Act by the filing of Articles of Organization with the Secretary of State of California on March 22, 1999; and

WHEREAS, the Company entered into an Operating Agreement, dated as of September 14, 1998 (the "*Original Operating Agreement*"), and now desires to enter into this Agreement to amend and restate the Original Operating Agreement in its entirety.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals and for the mutual agreements set forth herein, the Member, intending to be legally bound, hereby agrees that the Company shall be structured and operated following the Effective Date as follows:

ARTICLE I
FORMATION

1.1 **Formation; Name**. The Company was formed under the name of "Lexico Publishing Group, LLC" on March 22, 1999, and on July 17, 2008 the Member renamed the Company "Dictionary.com, LLC," in each case pursuant to and in accordance with the Act. The name of the Company is Dictionary.com, LLC, and all business of the Company shall be conducted under that name or any other name or fictitious name selected by the Member from time to time, provided that any such name reflects the Company's status as a limited liability company and is otherwise permitted by applicable law.

1.2 **Place of Business; Registered Agents; Certificates**.

(a) The Company's principal place of business shall be located at c/o IAC Search & Media, Inc., 555 12th Street, Oakland, California 94607, or at such other address as the Member may decide. National Registered Agents, Inc. shall be the registered agent for the service of process.

(b) The Member, Managers and officers, as applicable, shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

1.3 **Business and Authority**. The business of the Company shall be to conduct on line services and publishing. The Company may also engage in any other kind of lawful activity related or ancillary to the foregoing and to undertake any and all other acts and things necessary, proper, convenient, advisable or incidental to effectuate and carry out such purpose, including, without limitation, to manage, consult with and/or advise any Person, to receive compensation in connection with the rendering of such services, and to invest in, or receive as compensation. equity or debt securities or property interests of any kind. The Company and the Member or the Board (as defined in Section 5.1) on behalf of the Company, may enter into, and perform all of the duties and obligations under, all documents, agreements, certificates, or instruments related to the Company's business activities, all without any further act, vote or approval of any Member, the Board or other Person, notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation.

1.4 **Company Term**. The term of the Company commenced on March 22, 1999, the date of filing by an authorized person of the Company's Articles of Organization with the Secretary of State of the State of California, and shall continue until the Company is terminated in accordance with the provisions of Article IX.

1.5 **Agreement; Effect of Inconsistencies With the Act**. The rights and liabilities of the Member and the Managers shall be as provided in the Act and this Agreement. This Agreement shall govern except where it would be in violation of any provision of the Act or any other applicable law or rule. To the extent that any provision of this Agreement is prohibited or ineffective under the Act or other applicable law or rule, this Agreement shall be deemed to be amended to the smallest degree possible in order to make this Agreement effective under the Act, law or rule in accordance with the intent of the Member. The Member and Managers shall not be liable to the Company or to any Person for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

1.6 **Filings and Other Actions**. The Managers and Member shall execute, swear to, acknowledge, file and cause to be published such certificates, instruments and documents in such places and at such times, and take such other actions, as in each case shall be required by law or appropriate under the circumstances to permit the Company to own property or transact business in any jurisdiction or to maintain the limited liability protection of the Managers and Member.

ARTICLE II
MEMBER AND UNITS; RECOGNITION OF TAX STATUS

2.1 **Units**. There shall be one class of ownership interest in the Company (the "*Units*").

2.2 **Name, Address and Ownership Interest of the Member**. The name, address and ownership interests of the Member of the Company are set forth in Schedule 1 attached to this Agreement, as such schedule may be amended from time to time.

2.2 **Recognition of Tax Status**. The Company shall elect to be disregarded as an entity separate from IAC within the meaning of Treasury Regulation Section 301.7701-3.

ARTICLE III
CAPITAL CONTRIBUTIONS; LOANS; ISSUANCE OF ADDITIONAL UNITS

3.1 **Initial Capital Contributions**. The initial capital contribution of the Member is set forth on Schedule 1. The Member may from time to time make contributions of cash or capital to the Company (each, a "*Capital Contribution*").

3.2 **Additional Capital Contributions**. The Member shall not be required or obligated to make any additional Capital Contributions to the Company.

3.3 **Loans By or To The Member**. The Member may, but shall not be required to, lend funds to the Company for any purpose of the Company under such terms as the Member shall decide.

ARTICLE IV
CAPITAL ACCOUNT, DISTRIBUTIONS, AND TAX MATTERS

4.1 **Establishment of Capital Account**. A capital account (the "*Capital Account*") shall be established and maintained for the Member in accordance with the principles set forth in sections 704(b) and 704(c) of the Code and the Regulations promulgated thereunder. The Capital Account shall initially be equal to: (i) the full amount of cash contributed by the Member to the Company, and (ii) the fair market value of other property contributed by the Member to the Company (net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code).

4.2 **Increases and Decreases in Capital Account**. The Member's Capital Account shall be increased by any additional capital contributions made by the Member to the Company (in the case of contributed property such increase shall equal the fair market value of such property net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code) and by the Net Profit (as defined in Section 4.3 hereof), and decreased by any money and the fair market value of any property distributed to such Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under section 752 of the Code) and by the Net Loss (as defined in Section 4.3 hereof).

4.3 **Net Profit and Net Loss**. For the purposes of this Agreement, the terms "*Net Profit*" and "*Net Loss*" shall mean the Company's taxable net profit and taxable net loss, respectively, for the period or periods in question, determined in accordance with federal income tax accounting principles, taking into account such items not reflected in the Company's taxable

net income or taxable net loss as required by section 704(b) of the Code and the Regulations thereunder.

4.4 **Conformance With the Code and Applicable Regulations**. It is the intent that Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement be construed and applied in a manner consistent with the requirements of Code sections 704(b) and 704(c) and the Regulations promulgated thereunder. If, in the opinion of the Company's accountant, the manner in which Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement apply should be modified in order to comply with Code sections 704(b) and 704(c) and the Regulations promulgated thereunder, then, notwithstanding anything to the contrary contained in Sections 4.1, 4.2, 4.3, and 4.4, the method by which Capital Accounts are maintained shall be so modified with the consent of the Member.

4.5 **Distributions**. The Company shall make distributions of available cash and property to the Member in such amounts and at such times as the Board or the Member may determine, after proper allowance is made for any existing or future liabilities or obligations of the Company and the repayment of any loans made to the Company by the Member. All distributions of cash or other assets available for distribution, from whatever source derived, shall be paid or distributed to the Member. Immediately prior to any such distribution, the Capital Account of the Member shall be adjusted as provided in Regulation section 1.704- 1(b)(2)(iv)(f).

4.6 **Fiscal Year; Tax Decisions**. The taxable and fiscal accounting year of the Company shall end on December 31 each year. All decisions and elections affecting the Company's taxable income for any period shall be made by the Member.

ARTICLE V
MANAGEMENT; CONFLICTS; INTERESTED PARTY TRANSACTIONS

5.1 **The Board of Managers**. The business and affairs of the Company shall be managed by a board of managers (the "*Board*") elected by the Member, which shall be responsible for the policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. The Board shall consist of one (1) to ten (10) individuals (the "*Managers*"), the exact number of Managers to be determined from time to time by resolution of the Member. The initial Board shall consist of two (2) Managers, who shall be Ed Ferguson and Dominic Butera. Any Manager shall serve in such capacity until his death, permanent disability, resignation or removal by the Member (which removal may be made for any reason or no reason whatsoever). Any Manager may resign at any time by giving written notice to the Member. The resignation of any Manager shall take effect upon receipt of such notice or at such later time as shall be specified in the notice. If a vacancy occurs, the Member shall promptly appoint a replacement Manager (which may be the Member).

5.2 **Powers of the Board of Managers**. Subject to the limitations imposed pursuant to the terms of this Agreement or by operation of law, the Company, and the Board on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 1.3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5.3 **Apparent Authority of the Managers; Limitation on Authority**. Unless prohibited by the Act or this Agreement, none of the Managers (acting individually in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto. The Board shall have the power and authority to bind the Company, to pledge its credit or to render it liable for any valid business purpose. All third parties dealing with the Board may rely conclusively upon any action taken by the Board as having been taken on behalf of the Company in accordance with the terms of this Agreement, unless such third party is informed to the contrary. Any other provision of this Agreement to the contrary notwithstanding, except with the consent of the Member, the Board shall not have the authority to (i) do or knowingly refrain from doing any act in contravention of this Agreement; (ii) do or knowingly refrain from doing any act which would make it impossible to carry on the business of the Company; or (iii) perform any act that would subject the Member to personal liability in any jurisdiction, or knowingly refrain from performing any act if such failure would subject the Member to personal liability.

5.4 **Meetings; Action by Written Consent**. The Board may hold any meetings at such times and places within or without the State of California, and upon such notice, as the Board may from time to time designate. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a written consent thereof is signed by the Board.

5.5 **Limitation of Liability**. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company; and no Manager or officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Manager or officer, except as otherwise required herein or by law.

5.6 **Officers and Related Persons**. The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents, consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. The initial officers of the Company, who shall serve until their resignation or removal by the Board, shall be as set forth on Schedule 2.

5.7 **Specific Powers and Duties of the Officers**. In addition to the powers given to the officers by the Board and by this Agreement, except as expressly limited by the provisions of this Agreement, the officers shall have the power to enter into, make, sign, seal, deliver and perform the day-to-day agreements, contracts, documents, instruments and other undertakings and to engage in all activities and transactions as may be necessary or desirable in order to

carry out the day-to-day business of the Company, all on behalf of the Company. In addition, the officers may open and maintain bank accounts and draw checks or other orders for the payment of money on behalf of the Company.

ARTICLE VI
LIABILITY; INDEMNIFICATION

6.1 **Limited Liability**. No Member shall be obligated or liable to the Company or any creditor of the Company or to any other Person for any losses, debts, obligations or liabilities of the Company, whether arising in tort, contract or otherwise, except as specifically set forth herein or as otherwise agreed to in writing by such Member. Except as required by law or as specifically set forth herein, the Member shall not be liable to the Company, the Managers, the creditors of the Company or any other Person for the repayment of amounts received from the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

6.2 **Exculpation and Indemnification**.

(a) Neither the Member nor any Manager, officer, employee, representative or agent of the Company (collectively, the "*Covered Persons*") shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or-claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's bad faith, fraud or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's bad faith, fraud or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 6.2 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) The Company may, to the full extent permitted by law, purchase and maintain insurance on behalf of any Covered Person against any liability which may be asserted against him or her. Any expenses covered by the foregoing indemnification shall be paid by the

Company in advance of the final disposition of such action, suit or proceeding provided it appears reasonably likely that such Covered Person is or will be entitled to indemnification and provided further that the Covered Person seeking indemnification agrees to repay such amounts if it is ultimately determined that he or she is not entitled to be indemnified. The indemnification provided herein shall not be deemed to limit the right of the Company to indemnify any other Person for any such expenses to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any Person seeking indemnification from the Company may be entitled under any agreement, vote of disinterested Manager or otherwise, both as to action in his or her official capacity and as to action in another capacity while performing services on behalf of the Company or the Member.

(e) The provisions of this Section 6.2 shall survive the termination of the Company or this Agreement.

ARTICLE VII
BOOKS, RECORDS AND BANK ACCOUNTS; OTHER ACTIVITIES

7.1. **Books and Records**. The Manager designated by the Member shall keep or cause to be kept true, correct and complete books of account and records with respect to the operations of the Company. Such books and records shall be maintained at the principal place of business of the Company, or at such other place as the Manager shall determine, and the Member and his duly authorized representatives shall at all reasonable times have access to such books and records. The Company's books and records (i) shall be kept on the cash method of accounting, (ii) shall reflect all Company transactions, (iii) shall be appropriate and adequate for the Company's business and for the carrying out of all provisions of this Agreement, and (iv) shall be closed and balanced following the end of each Company Fiscal Year.

7.2. **Accounts**. The Managers shall be responsible for maintaining the accounts of the Company in one or more financial institutions as the Board shall determine, which accounts shall be used only in the regular course of business of the Company, and in which shall be deposited any and all cash receipts of the Company. All such amounts shall be and remain the property of the Company, and shall be received, held and disbursed by the Managers for the purposes specified in this Agreement. All deposits may be invested, to the extent practicable, in such short-term governmental securities, certificates of deposit, commercial paper or similar interest bearing securities rated A-1 or better, as the Board, in its sole discretion, deems advisable. There shall not be deposited in any of said accounts (or otherwise commingled with any funds belonging to the Company) any funds other than funds belonging to the Company.

ARTICLE VIII
ASSIGNMENT OF UNITS AND ADMISSION OF NEW MEMBER

8.1 **Assignment of Units**. The Member may sell, assign, transfer, encumber or otherwise dispose of, at any time, in whole or in part, his Units in the Company.

8.2 **Admission of Member**. The transferee of a Unit shall be admitted to the Company as a Member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be

a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer. Upon such admission, this Agreement shall be appropriately amended to evidence the admission of the Member and, if there are then two Members, to evidence the transformation of the Company from a sole proprietorship to a partnership from federal and state income tax purposes.

ARTICLE IX
DISSOLUTION AND TERMINATION OF THE COMPANY

9.1 **Events Causing Dissolution**. Notwithstanding any other provision of this Agreement, the Company shall be dissolved and its properties and other assets liquidated and the proceeds therefrom distributed in the manner and order provided for in Section 9.2 upon the first to occur of any one of the following:

(a) the election to dissolve made by the Member;

(b) the sale or other disposition of all or substantially all of the Company's assets for cash consideration;

(c) the entry of a decree of judicial dissolution of the Act; or

(d) the termination of the Member by reason of his death, permanent disability, or bankruptcy; provided that if the Units held by the Member are distributed by operation of law to his successors, such successors, by the consent of those Persons holding a majority of the Units in the Company, may elect to continue the Company and to elect a new Manager.

9.2 **Distribution on Termination**. Upon a dissolution and termination of the Company, the Person appointed for such purpose by the Board or the Member (the "*Liquidator*") shall collect and marshal the Company's assets; sell such assets as such Liquidator shall deem appropriate; provide for the payment of all of the legally enforceable obligations of the Company that are not then due; and distribute the proceeds and all other assets of the Company in the following order:

(a) first, in payment of debts and liabilities of the Company which are then due, including the satisfaction of the Company's obligations to the Member to the extent then unpaid;

(b) second, at the discretion of the Liquidator, to the setting up of any reserves which the Liquidator may deem necessary, appropriate or desirable for any contingent or unforeseen liabilities or obligations or for debts or liabilities of the Company (and, at the expiration of such period as the Liquidator shall deem necessary, advisable or desirable to accomplish payment of any such obligations, the Liquidator shall distribute the remaining reserves in the manner hereinafter provided); and

(c) third, 100% to the Member.

9.3 **Authority of the Liquidator**. In carrying out the liquidation proceedings, the Liquidator shall have all of the powers and authority provided to the Board and shall be entitled to the benefits of limitation of liability and indemnification provided to the Board under this Agreement. In winding up the affairs of the Company, the Liquidator shall determine the best manner by which the non-cash and intangible assets of the Company shall be sold. The Liquidator shall use its commercially reasonable efforts to cause the non-cash and intangible assets to be sold at the highest available price either to an outside third party or to the Member or his Affiliates.

ARTICLE X
GENERAL PROVISIONS

10.1 **Further Assurances**. The Member and the Board agree to execute and deliver to the Company upon request, any and all additional certificates, instruments and advice necessary to be filed, recorded or delivered in order to perfect the formation, operation, termination and dissolution of the Company in accordance with this Agreement.

10.2 **Amendments**. This Agreement may be amended at any time by the Member.

10.3 **Notices**. Any notice to any of the Managers or Member required or permitted under this Agreement shall be in writing and shall be deemed duly given for all purposes (a) on the date of delivery, if delivered personally on the party or by confirmed facsimile transmission, or (b) on the next day after delivery to a reputable overnight courier, or (c) on the third business day after mailing, if sent by United States registered mail, return receipt requested, in each case postage prepaid and addressed to the addressee at the Company's principal place of business.

10.4 **Severability**. If any term, provision, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision, agreement or condition shall be enforced to the maximum extent legally permissible, and the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.5 **Counterparts; Faxed Signatures**. The Member may execute this Agreement in one or more counterparts, which shall, in the aggregate, constitute one instrument. Faxed signatures to this Agreement shall be valid and binding for all purposes.

10.6 **Governing Law**. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, other than choice of law rules requiring the application of the laws of any other jurisdiction.

10.7 **Successors**. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns and personal representatives of the Member or Manager.

10.8 **Third-Party Beneficiaries**. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member. Nothing in this Agreement shall be deemed to create any right in any Person not a party hereto (other than Covered Persons), and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

10.9 **Interpretation**. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, the singular includes the plural, the part includes the whole, "including" is not limiting, "or" has the inclusive meaning represented by the phrase "and/or," and any pronoun shall be deemed to include all other pronouns as the context requires. No party shall be deemed the drafter of this Agreement and no ambiguous provision shall be construed for or against any Person.

ARTICLE XI
DEFINITIONS

11.1 **Definitions**. The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"*Affiliate*," with respect to any Person, shall mean any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this Agreement, "control" (including with correlative meanings, the terms "controlling", "controlled by" or "under common control with") as used with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"*Person*" means any individual, partnership, corporation, limited liability company, trust or other entity.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date by the Member and Managers.

MEMBER:

IAC/InterActiveCorp

By: /s/ Gregg Winiarski
Name: Gregg Winiarski
Title: Vice President

SCHEDULE I

MEMBERS AND MEMBERSHIP INTERESTS

Name and Address	Membership Interests	Initial Capital Contribution
IAC/InterActiveCorp 555 West 18th Street New York, New York 10011	100%	[Adjusted Purchase Price]

SCHEDULE 2

OFFICERS

Doug Leeds	President
Dominic Butera	Vice President and Chief Financial Officer
Ed Ferguson	Vice President, General Counsel and Secretary
Michael Kestenbaum	Vice President
Eric DeGraw	Vice President
Nick Stoumpas	Vice President and Treasurer
Greg Blatt	Vice President and Assistant Secretary
Joanne Hawkins	Vice President and Assistant Secretary
Gregg Winiarski	Vice President and Assistant Secretary
Tanya Stanich	Vice President and Assistant Secretary

Exhibit 3.14

CERTIFICATE OF INCORPORATION

OF

ELICIA ACQUISITION CORP.

ARTICLE I

NAME OF CORPORATION

The name of this corporation is:

Elicia Acquisition Corp.

ARTICLE II

REGISTERED OFFICE

The address of the registered office of the corporation in the State of Delaware is 9 East Loockerman Street, in the City of Dover 19901, County of Kent, and the name of its registered agent at that address is National Registered Agents, Inc.

ARTICLE III

PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

AUTHORIZED CAPITAL STOCK

The corporation shall be authorized to issue one class of stock to be designated Common Stock; the total number of shares which the corporation shall have authority to issue is one thousand (1,000), and each such share shall have a par value of one cent ($.01).

ARTICLE V

INCORPORATOR

The name and mailing address of the incorporator of the corporation is:

Tami L. Gerardi
c/o National Corporate Research, Ltd.
615 South DuPont Highway
Dover, Delaware 19901

ARTICLE VI

BOARD POWER REGARDING BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the bylaws of the corporation.

ARTICLE VII

ELECTION OF DIRECTORS

Elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

ARTICLE VIII

LIABILITY AND INDEMNIFICATION

To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended (the "Delaware Law"), a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. The corporation shall indemnify, in the manner and to the fullest extent permitted by the Delaware Law, any person (or the estate of any person) who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. The corporation may indemnify, in the manner and to the fullest extent permitted by the Delaware Law, any person (or the estate of any person) who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the corporation, and whether civil, criminal, administrative,

investigative or otherwise, by reason of the fact that such person is or was an employee or agent of the corporation, or is or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Expenses incurred by any such director, officer, employee or agent in defending any such action, suit or proceeding may be advanced by the corporation prior to the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified as authorized by the Delaware Law and this Article VIII. The corporation may, to the fullest extent permitted by the Delaware Law, purchase and maintain insurance on behalf of any such director, officer, employee or agent against any liability which may be asserted against such person. To the fullest extent permitted by the Delaware Law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement and, in the manner provided by the Delaware Law, any such expenses may be paid by the corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of the corporation to indemnify any other person for any such expenses to the fullest extent permitted by the Delaware Law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the corporation may be entitled under any agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

No repeal or modification of the foregoing paragraph shall adversely affect any right or protection of a director of the corporation existing by virtue of the foregoing paragraph at the time of such repeal or modification.

ARTICLE IX

CORPORATE POWER

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

ARTICLE X

CREDITOR COMPROMISE OR ARRANGEMENT

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the

stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Delaware, and in pursuance of the Delaware General Corporation Law, does make and file this Certificate.

Dated: November 14, 2001

/s/ Tami L. Gerardi
Tami L. Gerardi, Incorporator

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is

ELIC1A ACQUISITION CORP.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on October 21, 2003.

/s/ Brad Serwin
Brad Serwin, Secretary

CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF INCORPORATION OF
ELICIA ACQUISITION CORP.

Pursuant to Section 242 of the General Corporation Law of the State of Delaware, Elicia Acquisition Corp., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Corporation duly adopted resolutions proposing and declaring advisable the following amendment to the certificate of incorporation of the Corporation:

Article IV is hereby deleted and replaced with the following text

ARTICLE IV

AUTHORIZED CAPITAL STOCK

The corporation shall be authorized to issue one class of stock to be designated Common Stock; the total number of shares which the corporation shall have authority to issue is two thousand (2000), and each such share shall have a par value of one cent ($.01).

SECOND: That by action of written consent dated August 14th, 2008, the sole stockholder of the Corporation consented to the adoption of such amendment.

THIRD: That said amendment was duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

[signature appears on next page]

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by Joanne Hawkins, its Vice President, this 15th day of August, 2008.

ELICIA ACQUISITION CORP.

By: /s/ Joanne Hawkins
Name: Joanne Hawkins
Title: Vice President

Signature Page to Certificate of Amendment - Step TM4(i)

ELICIA ACQUISITION CORP.
(a Delaware corporation)

BYLAWS

ARTICLE I

Offices

SECTION 1.01 Registered Office. Elicia Acquisition Corp. (hereinafter call the "Corporation") shall maintain its registered office in the State of Delaware at National Registered Agents, Inc., 9 East Lookerman Street, in the city of Dover, county of Kent, Delaware. The Corporation may also have offices in such other places in the United States or elsewhere as the Board of Directors may, from time to time, appoint or as the business of the Corporation may require.

ARTICLE II

Meetings of Stockholders

SECTION 2.01 Annual Meetings. Meetings of stockholders may be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.02 of these Bylaws in accordance with Section 211(a)(2) of the Delaware General Corporation Law. Stockholders may act by written or electronic transmission of consent to elect directors; *provided, however,* that if such consent is less than unanimous, such action by written or electronic transmission of consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could have been elected at an annual meeting held at the effective time of such action are vacant and are filled by such action. In the event that the Board of Directors fails to determine the time, date and place for the annual meeting and the stockholders have not elected directors by written or electronic transmission of consent as permitted by law, it shall be held, beginning in the year after the date of incorporation, at the principal office of the Corporation at 10 o'clock A.M. on the last Friday in March of each year.

SECTION 2.02 Special Meetings. Special meetings of stockholders, unless otherwise prescribed by statute, may be called by the Chairman of the Board of Directors, the President or by resolution of the Board of Directors and shall be called by the President or Secretary upon the written request of not less than 10% in interest of the stockholders entitled to vote thereat. Notice of each special meeting shall be given in accordance with Section 2.03 of these Bylaws. Unless otherwise permitted by law, business transacted at any special meeting of stockholders shall be limited to the purpose stated in the notice.

If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication,

provided, that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

SECTION 2.03 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice or electronic transmission, in the manner provided in Section 232 of the Delaware General Corporation Law, of notice of the meeting, which shall state the place, if any, date and time of the meeting, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically to each stockholder of record entitled to vote thereat. Such notice shall be given not less than 10 days nor more than 60 days before the date of any such meeting.

SECTION 2.04 Quorum. Unless otherwise required by law or the Certificate of Incorporation, the holders of a majority of the issued and outstanding stock entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. When a quorum is once present to organize a meeting, the quorum is not broken by the subsequent withdrawal of any stockholders.

SECTION 2.05 Voting. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder. Upon the request of not less than 10% in interest of the stockholders entitled to vote at a meeting, voting shall be by written ballot, unless otherwise provided in the Certificate of Incorporation; if authorized by the stockholders, such requirement of a written ballot shall be satisfied, if authorized by the Board of Directors, by a ballot submitted by electronic transmission, *provided* that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxyholder.

All elections of directors shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

SECTION 2.06 Chairman of Meetings. The Chairman of the Board of Directors, if one is elected, or, in his absence or disability, the President of the Corporation, shall preside at all meetings of the stockholders.

SECTION 2.07 Secretary of Meeting. The Secretary of the Corporation shall act as Secretary at all meetings of the stockholders. In the absence or disability of the Secretary, the Chairman of the Board of Directors or the President shall appoint a person to act as Secretary at such meetings.

SECTION 2.08 Consent of Stockholders in Lieu of Meeting. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section 2.08. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section 2.08 to the extent permitted by law. Any such consent shall be delivered in accordance with Section 228(d)(1) of the Delaware General Corporation Law. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing or electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date of such meeting had been the date that written consents signed by a sufficient number of stockholders or members to take the action were delivered to the Corporation as provided by law.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, *provided* that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

SECTION 2.09 Adjournment. At any meeting of stockholders of the Corporation, if less than a quorum be present, a majority of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

ARTICLE III

Board of Directors

SECTION 3.01 Powers. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The Board of Directors shall exercise all of the powers and duties conferred by law except as provided by the Certificate of Incorporation or these Bylaws.

SECTION 3.02 Number and Term. The number of directors of the Corporation shall be two (2). The Board of Directors shall be elected by the stockholders at their annual meeting, and each director shall be elected to serve for the term of one year and until his successor shall be elected and qualified or until his earlier resignation or removal. Directors need not be stockholders.

SECTION 3.03 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission. The resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3.04 Removal. Any director or the entire Board of Directors may be removed either with or without cause at any time by the affirmative vote of the holders of a majority of the shares then entitled to vote for the election of directors at any annual or special meeting of the stockholders called for that purpose or by written or electronic transmission of consent as permitted by law.

SECTION 3.05 Vacancies and Newly Created Directorships. Except as provided in Section 3.04 of these Bylaws, vacancies occurring in any directorship and newly created directorships may be filled by a majority vote of the remaining directors then in office. Any director so chosen shall hold office for the unexpired term of his predecessor and until his successor shall be elected and qualify or until his earlier death, resignation or removal.

SECTION 3.06 Meetings. The newly elected directors shall hold their first meeting to organize the Corporation, elect officers and transact any other business that may properly come before the meeting. An annual organizational meeting of the Board of Directors shall be held immediately after each annual meeting of the stockholders, or at such time and place as may be noticed for the meeting.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by written or electronic transmission of consent of a resolution of the directors.

Special meetings of the Board of Directors shall be called by the President or by the Secretary on the written or electronic transmission of such request of any director with at least two days' notice to each director and shall be held at such place as may be determined by the directors or as shall be stated in the notice of the meeting.

SECTION 3.07 Quorum, Voting and Adjournment. A majority of the total number of directors or any committee thereof shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

SECTION 3.08 Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, including but not limited to an Executive Committee and an Audit Committee, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by law to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation. All committees of the Board of Directors shall keep minutes of their meetings and shall report their proceedings to the Board of Directors when requested or required by the Board of Directors.

SECTION 3.09 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed in the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

SECTION 3.10 Compensation. The Board of Directors shall have the authority to fix the compensation of directors for their services. A director may also serve the Corporation in other capacities and receive compensation therefor.

SECTION 3.11 Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute the presence in person at such meeting.

ARTICLE IV

Officers

SECTION 4.01 Number. The officers of the Corporation shall include a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors and who shall hold office for a term of one year and until their successors are elected and qualify or until their earlier resignation or removal. In addition, the Board of Directors may elect a Chairman of the Board of Directors, one or more Vice Presidents, including an Executive Vice President, a Chief Financial Officer and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The initial officers shall be elected at the first meeting of the Board of Directors and, thereafter, at the annual organizational meeting of the Board of Directors. Any number of offices may be held by the same person.

SECTION 4.02 Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors.

SECTION 4.03 Chairman. The Chairman of the Board of Directors shall be a member of the Board of Directors and shall preside at all meetings of the Board of Directors and of the stockholders. In addition, the Chairman of the Board of Directors shall have such powers and perform such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 4.04 President. The President shall be the Chief Executive Officer of the Corporation. He shall exercise such duties as customarily pertain to the office of President and Chief Executive Officer, and shall have general and active management of the property, business and affairs of the Corporation, subject to the supervision and control of the Board of Directors. He shall perform such other duties as prescribed from time to time by the Board of Directors or these Bylaws.

In the absence, disability or refusal of the Chairman of the Board of Directors to act, or the vacancy of such office, the President shall preside at all meetings of the stockholders and of the Board of Directors. Except as the Board of Directors shall otherwise authorize, the President shall execute bonds, mortgages and other contracts on behalf of the Corporation, and shall cause the seal to be affixed to any instrument requiring it and, when so affixed, the seal shall be attested by the signature of the Secretary or an Assistant Secretary or the Treasurer.

SECTION 4.05 Vice Presidents. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President, shall have such powers and shall perform such duties as shall be assigned to him by the President or the Board of Directors.

SECTION 4.06 Treasurer. The Treasurer shall have the general care and custody of the funds and securities of the Corporation, and shall deposit all such funds in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors. He shall receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever. He shall exercise general supervision over

expenditures and disbursements made by officers, agents and employees of the Corporation and the preparation of such records and reports in connection therewith as may be necessary or desirable. He shall, in general, perform all other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 4.07 Secretary. The Secretary shall be the Chief Administrative Officer of the Corporation and shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Board of Directors.

SECTION 4.08 Assistant Secretaries. Each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Secretary in the absence or disability of such officer, unless or until the Board of Directors shall otherwise determine. In addition, Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Board of Directors.

SECTION 4.09 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors. All checks or other orders for the payment of money shall be signed by the President or the Treasurer or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

SECTION 4.10 Contracts and Other Documents. The President or the Treasurer, or such other officer or officers as may from time to time be authorized by the Board of Directors or any other committee given specific authority in the premises by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

SECTION 4.11 Compensation. The compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors (subject to any employment agreements that may then be in effect between the Corporation and the relevant officer). None of such officers shall be prevented from receiving such compensation by reason of the fact that he is also a director of the Corporation. Nothing contained herein shall

preclude any officer from serving the Corporation, or any subsidiary, in any other capacity and receiving such compensation by reason of the fact that he is also a director of the Corporation.

SECTION 4.12 Ownership of Stock of Another Corporation. Unless otherwise directed by the Board of Directors, the President or the Treasurer, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of stockholders of any corporation in which the Corporation holds stock and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such stock at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

SECTION 4.13. Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his duties, the Board of Directors may delegate to another officer such powers or duties.

SECTION 4.14. Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3.03 of these Bylaws.

SECTION 4.15. Vacancies. The Board of Directors shall have power to fill vacancies occurring in any office.

ARTICLE V

Stock

SECTION 5.01 Certificates of Stock. Every holder of stock in the Corporation shall be entitled to have a certificate signed by, or in the name of the Corporation by, the Chairman or Vice-Chairman of the Board of Directors, or the President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, certifying the number and class of shares of stock in the Corporation owned by him. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

SECTION 5.02 Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof to the person in charge of the stock and transfer books and ledgers. Such certificates shall be cancelled and new certificates shall thereupon be issued. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board of Directors shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 5.03 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Board of Directors may, in their discretion, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond, in such sum as the Board of Directors may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated without the posting by the owner of any bond upon the surrender by such owner of such mutilated certificate.

SECTION 5.04 List of Stockholders Entitled To Vote. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Delaware General Corporation Law § 219 or the books of the Corporation, or to vote in person or by

proxy at any meeting of stockholders.

SECTION 5.05. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may at any regular or special meeting, declare dividends upon the stock of the Corporation either (a) out of its surplus, as defined in and computed in accordance with Delaware General Corporation Law § 154 and § 244 or (b) in case there shall be no such surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. Before the declaration of any dividend, the Board of Directors may set apart, out of any funds of the Corporation available for dividends, such sum or sums as from time to time in their discretion may be deemed proper for working capital or as a reserve fund to meet contingencies or for such other purposes as shall be deemed conducive to the interests of the Corporation.

SECTION 5.05 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to consent to corporate action without a meeting, (including by telegram, cablegram or other electronic transmission as permitted by law), the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall be not more than 10 days after the date upon which the resolution fixing the record date is adopted. If no record date has been fixed by the Board of Directors and no prior action by the Board of Directors is required by the Delaware General Corporation Law, the record date shall be the first date on which a consent setting forth the action taken or proposed to be taken is delivered to the Corporation in the manner prescribed by Section 2.08 of these Bylaws. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware General Corporation Law with respect to the proposed action by consent of the stockholders without a meeting, the record date for determining stockholders entitled to consent to corporate action without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

SECTION 5.06 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the Corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The Corporation shall not be bound to recognize any equitable or

other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI

Notice and Waiver of Notice

SECTION 6.01 Notice. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to he stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law.

SECTION 6.02 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need by specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting to the timeliness of notice.

ARTICLE VII

Indemnification

SECTION 7.01 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer or trustee, or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; *provided, however,* that, except as provided in Section 7.03 of these Bylaws with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors.

SECTION 7.02 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 7.01 of these Bylaws, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an

"advancement of expenses"); *provided, however,* that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 7.02 or otherwise.

SECTION 7.03 Right of Indemnitee to Bring Suit. If a claim under Section 7.01 or 7.02 of these Bylaws is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an

undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (a) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that identification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

SECTION 7.04 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 7.05 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense,

liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

SECTION 7.06 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

SECTION 7.07 Nature of Rights. The rights conferred upon indemnitees in this Article VII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VII that adversely affects any right of an indemnitee or it successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

ARTICLE VIII

Miscellaneous

SECTION 8.01 Amendments. In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to adopt, amend and repeal these Bylaws subject to the power of the holders of capital stock of the Corporation to adopt, amend or repeal the Bylaws.

SECTION 8.02 Electronic Transmission. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 8.03 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary.

SECTION 8.04 Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year, or such other twelve consecutive months as the Board of Directors may designate.

SECTION 8.05 Loans. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiary, including any officer or employee who is a director of the Corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of the capital stock

of the Corporation. Nothing in this Section 8.05 shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

SECTION 8.06 Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

SECTION 8.07 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

Date of Adoption: As of November 14, 2001

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of Elicia Acquisition Corp., a Delaware corporation, hereby certifies that the Bylaws to which this Certificate is attached were duly adopted by the Board of Directors of said corporation as of the 14th day of November, 2001.

[Name], Secretary

EXHIBIT 3.16

CERTIFICATE OF MERGER
OF
SERVICEMAGIC, INC.
AND
SM MERGER SUB, INC.

Pursuant to the provisions of Section 251 of the Delaware General Corporation Law, ServiceMagic, Inc., a Delaware corporation, hereby certifies that

1. The constituent business corporations participating in the merger herein certified are:

(a) ServiceMagic, Inc., which is incorporated under the laws of the State of Delaware; and

(b) SM Merger Sub, Inc., which is incorporated under the laws of the State of Delaware.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with Section 251 of the Delaware General Corporation Law, and the proposed merger therein certified has been approved by the affirmative vote of the holders of the requisite number of shares of outstanding capital stock of ServiceMagic, Inc. entitled to vote thereon.

3. The surviving corporation in the merger herein certified is ServiceMagic, Inc., which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.

4. At the effective time of said merger, the restated certificate of incorporation of the surviving corporation shall be the certificate of incorporation of ServiceMagic, Inc., as amended and restated in its entirety as set forth in Exhibit A attached hereto, pursuant to the provisions of the Delaware General Corporation Law.

5. The executed Agreement and Plan of Merger between the constituent corporations is on file at an office .of the surviving corporation, the address of which is as follows:

ServiceMagic, Inc.
14023 Denver West Parkway
Suite 200, Building 64
Golden, Colorado 80401

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6. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder of each of the constituent corporations.

ServiceMagic, Inc. has caused this Certificate of Merger to be duly executed and delivered on this 1st day of September, 2004.

ServiceMagic,
a Delaware corporation

By: /s/ Rodney Rice
Name: Rodney Rice
Title: President

Exhibit A

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION
OF
SERVICEMAGIC, INC.

ARTICLE I
NAME OF CORPORATION

The name of this corporation is:

ServiceMagic, Inc.

ARTICLE II
REGISTERED OFFICE

The address of the registered office of this corporation in the State of Delaware is, 9 East Loockerman Street, Suite 1B, in the City of Dover, County of Kent, and the name of its registered agent at that address is National Registered Agents, Inc.

ARTICLE III
PURPOSE

The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV
AUTHORIZED CAPITAL STOCK

This corporation shall be authorized to issue one class of stock to be designated Common Stock; the total number of shares which this corporation shall have authority to issue is one thousand (1,000), and each such share shall have a par value of one cent ($0.01).

ARTICLE V
BOARD POWER REGARDING BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the bylaws of this corporation.

ARTICLE VII
ELECTION OF DIRECTORS

Elections of directors need not be by written ballot unless the bylaws of this corporation shall so provide.

ARTICLE VII
LIABILITY AND INDEMNIFICATION

To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended (the "Delaware Law"), a director of this corporation shall not be liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. This corporation shall indemnify, in the manner and to the fullest extent permitted by the Delaware Law, any person (or the estate of any person) who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of this corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of this corporation, or is or was serving at the request of this corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. This corporation may indemnify, in the manner and to the fullest extent permitted by the Delaware Law, any person (or the estate of any person) who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of this corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was an employee or agent of this corporation, or is or was serving at the request of this corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Expenses incurred by any such director, officer, employee or agent in defending any such action, suit or proceeding may be advanced by this corporation prior to the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified as authorized by the Delaware Law and this Article VII. This corporation may, to the fullest extent permitted by the Delaware Law, purchase and maintain insurance on behalf of any such director, officer, employee or agent against any liability which may be asserted against such person. To the fullest extent permitted by the Delaware Law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement and, in the manner provided by the Delaware Law, any such expenses may be paid by this corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of this corporation to indemnify any other person for any such expenses to the fullest extent permitted by the Delaware Law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from this corporation may be entitled under any agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

No repeal or modification of the foregoing paragraph shall adversely affect any right or protection of a director of this corporation existing by virtue of the foregoing paragraph at the time of such repeal or modification.

ARTICLE VIII
CORPORATE POWER

This corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

ARTICLE IX
CREDITOR COMPROMISE OR ARRANGEMENT

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
SERVICEMAGIC, INC.

ServiceMagic, Inc. (hereinafter called the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that:

1. The name of the Corporation is **ServiceMagic, Inc.**

2. The Amended and Restated Certificate of In-corporation of the Corporation is hereby amended by striking out Article I thereof and by substituting in lieu of said Article the following new Article:

"ARTICLE I
NAME OF CORPORATION

The name of this corporation is: **HomeAdvisor, Inc.**"

3. The Amendment of the Amended and Restated Certificate of Incorporation of the Corporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. This filing shall become effective at 12:01 a.m. ET on September 21, 2012.

IN WITNESS WHEREOF, this Certificate of Amendment has been duly executed by a duly authorized officer this 12th day of September, 2012.

ServiceMagic, Inc.

/s/ Chris Terrill
Name: Chris Terrill
Title: Chief Executive Officer

EXHIBIT 3.17

EXHIBIT F

BY-LAWS

OF

HOMEADVISOR, INC.

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE — The registered office of HomeAdvisor, Inc. (the "Corporation") shall be established and maintained at the office of National Registered Agents, Inc. in the City of Dover, County of Kent, State of Delaware, and said National Registered Agents, Inc. shall be the registered agent of the Corporation in charge thereof.

SECTION 2. OTHER OFFICES — The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS — Annual meetings of stockholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. If the Board of Directors fails so to determine the time, date and place of meeting, the annual meeting of stockholders shall be held at the registered office of the Corporation on the first Tuesday in April. If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. SPECIAL MEETINGS — Special meetings of the stockholders for any purpose or purposes may be called by the President or the Secretary, or by resolution of the Board of Directors.

SECTION 3. VOTING — Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is entitled to be present.

SECTION 4. QUORUM — Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 5. NOTICE OF MEETINGS — Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 6. ACTION WITHOUT MEETING — Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER AND TERM — The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not fewer than two persons. The exact number of directors shall initially be two and may thereafter be fixed from time to time by the Board of Directors. Directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 2. RESIGNATIONS — Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES — If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the stockholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 4. REMOVAL — Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 5. COMMITTEES — The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 6. MEETINGS — The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by the President or by the Secretary on the written request of any director, on at least one day's notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 7. QUORUM — A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation of the Corporation or these By-Laws shall require the vote of a greater number.

SECTION 8. COMPENSATION — Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 9. ACTION WITHOUT MEETING — Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS — The officers of the Corporation shall be a President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. In addition, the Board of Directors may elect such Assistant Secretaries and Assistant Treasurers as they may deem proper. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 2. PRESIDENT — The President shall be the Chief Operating Officer of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The President shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 3. VICE PRESIDENTS — Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 4. TREASURER — The Treasurer shall be the Chief Financial Officer of the Corporation. He or she shall have the custody of the Corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the President, taking proper vouchers for such disbursements. He or she shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 5. SECRETARY — The Secretary shall give, or cause to be given, notice of all, meetings of stockholders and of the Board of Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the President, or by the Board of Directors, upon whose request the meeting is called as provided in these By-Laws. He or she shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him or her by the Board of Directors, the President. He or she shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the President, and attest to the same.

SECTION 6. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES — Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors.

ARTICLE V

MISCELLANEOUS

SECTION 1. CERTINCATES OF STOCK — A certificate of stock shall be issued to each stockholder certifying the number of shares owned by such stockholder in the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 2. LOST CERTIFICATES — A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES — The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE — In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in

accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may, fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS — Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 6. SEAL — The corporate seal of the Corporation shall be in such form as shall be determined by resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise imprinted upon the subject document or paper.

SECTION 7. FISCAL YEAR — The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 8. CHECKS — All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9. NOTICE AND WAIVER OF NOTICE — Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the stockholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

Exhibit 3.18

CERTIFICATE OF FORMATION

OF

HTRF VENTURES, LLC

This Certificate of Formation of HTRF Ventures, LLC Is being duly executed and filed by a natural authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is HTRF Ventures, LLC (the "Company").

SECOND. The address of the registered office of the Company in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, Dover, County of Kent, Delaware 19901.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is National Corporate Research, Ltd., 615 South DuPont Highway, Dover, County of Kent, Delaware 19901.

FOURTH. The effective date of the formation of the Company shall be upon filing with the Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 27th day of August, 2001.

/s/ O. Denny Kwon
O. Denny Kwon, Authorized Person

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

HTRF Ventures, LLC

HTRF Ventures, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is HTRF Ventures, LLC.

2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:

"2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware 19901."

Executed on February 2, 2004.

/s/ Joanne Hawkins
Joanne Hawkins, Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
HTRF VENTURES, LLC
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") is effective as of July 15, 2003 (the "**Effective Date**"), by InterActiveCorp, a Delaware corporation, as the sole member (the "**Member**"), for the purpose of providing for the organization and operation of APN, LLC (the "**Company**"), a limited liability company formed pursuant to the Delaware Limited Liability Company Act, Title 6, Sections 18-101 *et seq* of the Delaware Code (the "**Act**").

R E C I T A L S

WHEREAS, the Member desires to organize the Company for the purpose of engaging in any lawful act or activity that may be engaged in by a limited liability company organized under the Act; and

WHEREAS, for tax purposes it is intended that the Company shall be classified as an "partnership," and not an "association" taxable as a "corporation," as those terms are defined in Section 7701 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the applicable Treasury regulations promulgated thereunder (the "**Regulations**");

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and obligations set forth herein, the Member hereby agrees that the Company shall be structured and operated as follows:

ARTICLE I
FORMATION

1.1 Name. The name of the Company is "HTRF Ventures, LLC" and all business of the Company shall be conducted under that name or any other fictitious name or names selected by the Member from time to time, provided that any such name reflects the Company's status as a limited liability company and is otherwise permitted by applicable law.

1.2 Place of Business. The Company's initial principal place of business shall be 152 West 57th Street, New York, NY 10019, or such other place or places as the Member may from time to time determine. The registered agent for the service of process and the registered office shall be that person and location reflected in the Company's Certificate of Formation as filed in the office of the Delaware Secretary of State.

1.3 Business and Authority. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful

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act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

1.4 Company Term. The term of the Company commenced on August 27, 2001, the date of filing by an authorized person of the Company's Certificate of Formation with the Delaware Secretary of State, and shall continue until the Company's dissolution in accordance with the provisions of Article VIII of this Agreement.

1.5 Agreement; Effect of Inconsistencies With the Act. It is the express intent of the Member that except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be deemed to be amended to the smallest degree possible in order to make this Agreement effective under the Act in accordance with the intent of the parties. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

ARTICLE II
MEMBERSHIP; MEMBERSHIP INTEREST

2.1 Membership Interest. There shall be one class of equity interests in the Company ("**Membership Interest**").

2.2 Name and Address and Ownership Interest of the Member. The name, address, and required capital contributions ("**Capital Contributions**") of the Member of the Company are set forth in Schedule 1 attached to this Agreement, as such schedule may be amended from time to time.

2.3 Representations and Warranties. The Member hereby represents and warrants to the Company that:

(a) the Member understands and acknowledges that the Membership Interests have not been registered under the Securities Act of 1933 or any state securities laws;

(b) the Member understands and acknowledges that the Membership Interests may not be sold unless it is registered under the Securities Act of 1933 and applicable state securities laws, or pursuant to an exemption from such registration requirements;

(c) the limitations on transfer contained in this Section 2.3 create an economic risk that the Member is capable of bearing;

(d) the Member is acquiring the Membership Interests for investment and not with a view to the resale or distribution thereof; and

(e) all property contributed to the Company as part of the Member's Capital Contribution has been or will be contributed free and clear of all liens, pledges, claims, security interests, encumbrances and similar interests of any kind whatsoever.

ARTICLE III
CAPITAL CONTRIBUTIONS AND LOANS

3.1 Initial Capital Contribution. On or before August 27, 2001, the Member shall deliver to the Company the Member's Initial Capital Contribution set forth beside the Member's name on Schedule 1 under the column entitled "Capital Contribution."

3.2 Interest on Capital Contributions. The Member shall not be entitled to receive any interest on the Member's Capital Contribution.

3.3 Additional Capital Contributions. The Member shall not be required or obligated to: (i) make any additional contribution to the capital of the Company over and above that required by Sections 3.1 or (ii) restore a deficit Capital Account (as defined in Section 4.1) balance upon the liquidation of the Company or Member's Membership Interests in the Company.

3.4 Loans by Member. The Member may make a loan or advance money or property to or on behalf of the Company. Such loan or advance shall not increase the Member's Capital Account, entitle the Member to any greater share of Company distributions or subject the Member to any greater proportion of Company losses. The amount of such loans or advances shall be a debt owed by the Company to the Member, and any interest paid to the Member shall be charged as any other expense against income of the Company.

ARTICLE IV
CAPITAL ACCOUNT, DISTRIBUTIONS, AND TAX MATTERS

4.1 Establishment of Capital Account. A capital account (the "**Capital Account**") shall be established and maintained for the Member in accordance with the principles set forth in sections 704(b) and 704(c) of the Code and the Regulations promulgated thereunder. The Capital Account shall initially be equal to: (i) the full amount of cash contributed by the Member to the Company, and (ii) the fair market value of other property contributed by the Member to the Company (net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code).

4.2 Increases and Decreases in Capital Account. The Member's Capital Account shall be increased by any additional capital contributions made by the Member to the Company (in the case of contributed property such increase shall equal the fair market value of such property net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code) and by the Net Profit (as defined in Section 4.3 hereof), and decreased by any money and the fair market value of any property distributed to such Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under section 752 of the Code) and by the Net Loss (as defined in Section 4.3 hereof).

4.3 Net Profit and Net Loss. For the purposes of this Agreement, the terms "**Net Profit**" and "**Net Loss**" shall mean the Company's taxable net profit and taxable net loss, respectively, for the period or periods in question, determined in accordance with federal income tax accounting principles, taking into account such items not reflected in the Company's taxable net income or taxable net loss as required by section 704(b) of the Code and the Regulations thereunder.

4.4 Conformance With the Code and Applicable Regulations. It is the intent that Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement be construed and applied in a manner consistent with the requirements of Code sections 704(b) and 704(c) and the Regulations promulgated thereunder. If, in the opinion of the Company's accountant, the manner in which Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement apply should be modified in order to comply with Code sections 704(b) and 704(c) and the Regulations promulgated thereunder, then, notwithstanding anything to the contrary contained in Sections 4.1, 4.2, 4.3, and 4.4, the method by which Capital Accounts are maintained shall be so modified with the consent of the Member.

4.5 Distributions.

(a) For each taxable year of the Company, the Company shall make distributions sufficient to enable the Member to pay federal and state income taxes attributable to the Net Profit for such year. Such distribution shall be made not later than 15 days prior to the due date of such tax payment. If requested by the Member, the Company shall make distributions throughout the year to enable the Member to pay estimated taxes attributable to the Net Profit for a given taxable year.

(b) All distributions (whether in cash or in kind) shall be made at such times and in such amounts as shall be determined by the Member. All distributions of cash or other assets available for distribution, from whatever source derived, shall be paid or distributed to the Member. Immediately prior to any such distribution, the Capital Account of the Member shall be adjusted as provided in Regulation section 1.704-1(b)(2)(iv)(f).

4.6 Fiscal Year; Tax Decisions. The taxable and fiscal accounting year of the Company shall end on December 31 each year. All decisions and elections affecting the Company's taxable income for any period shall be made by the Member.

ARTICLE V
GOVERNANCE

5.1 Management. The Member shall have the exclusive power and authority to manage, control, administer and operate the Company's business for the purposes stated in this Agreement, and to make all decisions affecting the Company's business.

5.2 Nonliability of Member for Acts or Omissions in Their Managerial Capacity.

(a) The Member shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Company.

(b) To the fullest extent permitted by the Act, the Member is released from liability for damages and other monetary relief on account of any act, omission, or conduct in the Member's managerial capacity. No amendment or repeal of this section will affect any liability or alleged liability of the Member for acts, omissions, or conduct that occurred prior to the amendment or repeal.

ARTICLE VI
LIABILITY; INDEMNIFICATION

6.1 Limited Liability. The Member shall not be obligated or liable to the Company, any creditor of the Company or any other person, for any losses, debts, obligations or liabilities of the Company, except as otherwise agreed in writing by the Member. Except as required by law, the Member shall not be liable to the Company, creditors of the Company or any other person for the repayment of amounts received from the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

6.2 Rights or Powers. The Member has all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act.

6.3 Indemnification of Member.

(a) Unless otherwise provided in Section 6.3(c), the Company, its receiver, or its trustee shall indemnify, save harmless and pay all judgments and claims against the Member relating to any liability or damage incurred by the Member by reason of any act performed or omitted to perform by the Member in connection with the operations of the Company, including reasonable attorneys' fees incurred by the Member in connection with the defense of any action based on such act or omission.

(b) Unless otherwise provided in Section 6.3(c), the Company shall indemnify, save harmless and pay all expenses, costs and liabilities of the Member, if, for the benefit of the Company and in accordance with this Agreement, the Member makes any deposit or makes any other similar payment of personal funds or assumes any personal obligation in connection with any assets proposed to be acquired by the Company and suffers any personal financial loss as the result of such action.

(c) Notwithstanding the provisions of Sections 6.3(a) and 6.3(b) above, such Sections shall be enforced only to the maximum extent permitted by law and the Member shall not be indemnified or held harmless from any liability or claim for fraud, intentional misconduct, or a knowing violation of any law or regulation that was material to the cause of action or if the Member's breach of this Agreement or his duties to the Company contributed to such liability or claim.

ARTICLE VII
INVESTMENT AND OTHER BUSINESS ACTIVITIES OF THE MEMBER

7.1 Conflicts of Interest. Neither this Agreement, nor the existence of this Company, nor any activity undertaken pursuant hereto and in compliance herewith shall prevent or restrict the investment or other business activities of the Member apart from this Company, nor shall the Company have any right, by virtue of this Agreement or the existence or operation of the Company, to participate in, or to receive the benefits of any such activities. The Member shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member may enter into transactions that are similar to the transactions into which the Company may enter. Without limiting the generality of the preceding sentence:

(a) the Member, acting in such Member's individual capacity, may invest in securities, may become or have its representative become a partner, officer, director and/or shareholder of any corporation, partnership or other company, and may counsel, advise or otherwise promote the best interests of any such entity, and may receive compensation and other benefits in connection with any of such activities, whether or not this Company has an interest, directly or indirectly, in such entity; and

(b) this Agreement or the Member's participation in this Company shall not require the Member or permit the Company, to participate in any such activities, or require that the Member pay over to the Company, any compensation, benefits, or other amounts received by the Member with respect to any such activity.

7.2 Interested Party Transactions. The Member may enter into any transaction with the Company.

ARTICLE VIII
DISSOLUTION AND TERMINATION OF THE COMPANY

8.1 Event Causing Dissolution. Notwithstanding any other provision of this Agreement, the Company shall be dissolved and its properties and other assets liquidated and the proceeds therefrom distributed in the manner and order provided for in Section 8.2 upon the consent of the Member.

8.2 Distribution on Termination. Upon a dissolution and termination of the Company, the person appointed by the Member (the "**Liquidator**") shall collect and marshal the Company's assets, sell such assets as such Liquidator shall deem appropriate, provide for the payment of all of the legally enforceable obligations of the Company that are not then due and distribute the proceeds and all other assets of the Company in the following order:

(a) First, in payment of debts, obligations and liabilities of the Company which are then outstanding;

(b) Second, at the discretion of the Liquidator, to the setting up of any reserves which the Liquidator may deem necessary, appropriate or desirable for any contingent

or unforeseen liabilities or obligations or for debts or liabilities of the Company (and, at the expiration of such period as the Liquidator shall deem necessary, advisable or desirable to accomplish payment of any such obligations, the Liquidator shall distribute the remaining reserves in the manner hereinafter provided); and

(c) Third, to the Member in an amount equal to the positive balance in the Member's Capital Account, after adjusting such Account to reflect profit and loss under Article IV of this Agreement and any gain or loss which would be recognized if the Company sold its remaining assets at their fair market value on the date of dissolution of the Company.

8.3 Authority of the Liquidator. In carrying out the liquidation proceedings, the Liquidator shall have all of the powers and authority provided to the Member, and shall be entitled to the benefits of limitation of liability and indemnification provided to the Member in its managerial capacity in this Agreement.

8.4 Liquidation Statement. The Member shall be furnished with a statement prepared by the Liquidator, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation. Upon the Company complying with the foregoing distribution plan, the Member shall cease to be such, and the Liquidator shall execute, acknowledge and cause to be filed such appropriate documents evidencing the dissolution and winding up.

ARTICLE IX
GENERAL PROVISIONS

9.1 Further Assurances. The Member agrees to execute and deliver to the Company upon request, any and all additional certificates, instruments and advice necessary to be filed, recorded or delivered in order to perfect the formation, operation, termination and dissolution of the Company in accordance with this Agreement, and to amend, supplement and cancel the Company's Certificate of Formation as required to carry out any of the foregoing.

9.2 Amendments. This Agreement may be amended at any time by a written amendment signed by the Member.

9.3 Notices. Any written notice to the Member required or permitted under this Agreement shall be deemed to have been duly given for all purposes (a) on the date of delivery, if delivered personally on the party or by confirmed facsimile transmission or (b) on the third business day after mailing, whether or not the same is actually received, if sent by United States registered mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated below such address set forth on Schedule 1 hereto, or at the most recent address, specified by written notice, given to the sender by addressee under this provision. Notices to the Company shall be given in the same manner and shall be addressed to it at its principal place of business.

9.4 Incorporation By Reference. The recitals and schedules to this Agreement are hereby incorporated herein by this reference as if set forth here in full.

9.5 Severability. If any term, provision, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision, agreement or condition shall be enforced to the maximum extent legally permissible,

and the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9.6 Counterparts. The Member may execute this Agreement in two or more counterparts, which shall, in the aggregate, constitute one instrument.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, but not the choice of law provisions, of the State of Delaware.

9.8 Successors. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, and personal representatives of the Member.

9.9 Third Party Beneficiaries. This Agreement is not intended to create any rights or remedies in favor of any person who is not a signatory to this Agreement or in any way create any third party beneficiary rights or remedies, including (except as specifically provided to the contrary herein) on behalf of any Transferee.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first written above.

InterActiveCorp, a Delaware corporation

By: /s/ David Ellen
Name: David Ellen
Its: Vice President and Secretary

SCHEDULE 1

MEMBERS AND MEMBERSHIP INTERESTS

Name and Address of Member	Membership Interest	Capital Contribution
InterActiveCorp	100%	$ 100.00

152 West 57th Street, 42nd Floor
New York, NY 10019
Attention: General Counsel

Exhibit 3.20

RESTATED CERTIFICATE OF INCORPORATION

OF

HUMOR RAINBOW, INC.

Under Section 807 of the Business Corporation Law

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1. The name of the corporation is Humor Rainbow, Inc.

II. The certificate of incorporation of the corporation was filed by the Department of State on May 30, 2003.

III. The certificate of incorporation is hereby amended or changed to effect one or more amendments or changes authorized by the Business Corporation Law, to wit:

A. To amend the stated business purpose of the corporation.

B. To decrease the capitalization of the corporation from the presently authorized 200,000 shares of Common Stock par value $0.01 to 1,000 shares of Common Stock par value $0.01 by cancelling 199,000 shares, none of which are issued or outstanding. The 100 issued shares of Common Stock par value $0.01 remain unchanged.

C. To decrease the capitalization of the corporation from the presently authorized 50,000 shares of Preferred Stock par value $0.01 to zero authorized shares of Preferred Stock by cancelling 50,000 shares, none of which are issued or outstanding.

D. To change the address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation.

IV. To accomplish the foregoing amendments, ARTICLE SECOND of the certificate of incorporation of the corporation relating to the stated business purpose of the corporation is hereby amended to read as set forth in the same numbered article of the certificate of incorporation as hereinafter restated, ARTICLE FOURTH of the certificate of incorporation of the corporation relating to the aggregate number of shares which the corporation is authorized to issue, the par value thereof, and the classes into which the shares are divided is hereby amended to read as set forth in the same numbered article of the certificate of incorporation as hereinafter restated, and ARTICLE SEVENTH of the certificate of incorporation of the corporation relating to the designation of the Secretary of State as agent of the corporation upon whom process against the corporation may be served and the address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is hereby amended to read as set forth in the same numbered article of the certificate of incorporation as hereinafter restated.

V. The restatement of the certificate of incorporation of the corporation herein provided for was authorized by the written consent of holders of outstanding shares of the corporation entitled to vote on the said restatement of the certificate of incorporation, having not less than the minimum requisite proportion of votes, which has been given in accordance with Section 615 of the Business Corporation Law. Written notice has been given as and to the extent required by said Section 615.

VI. The text of the certificate of incorporation of the corporation is hereby restated as further amended or changed herein to read as follows:

"FIRST: The name of the corporation is: Humor Rainbow, Inc. (the "Corporation").

SECOND: This Corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the corporation is to be located is New York County.

FOURTH: The Corporation shall be authorized to issue 1,000 shares of capital stock, all of which shall be shares of Common Stock, $0.01 par value each.

FIFTH:

A. **Indemnification.** The Corporation shall, to the fullest extent permitted by Article 7 of the Business Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Article from and against any and all expenses, liabilities, or other matters referred to in or covered by said Article, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any person may be entitled under any bylaw, resolution of shareholders, resolution of directors, agreement, or otherwise, as permitted by said Article, as to action in any capacity in which he served at the request of the Corporation.

B. **Limited Liability.** The personal liability of the directors of the Corporation is eliminated to the fullest extent permitted by the provisions of paragraph (b) of Section 402 of the Business Corporation Law, as the same may be amended and supplemented.

C. **Amendment, Repeal.** Neither any amendment nor repeal of this ARTICLE FIFTH, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this ARTICLE FIFTH, shall eliminate or reduce the effect of this ARTICLE FIFTH in respect of any matter occurring, or any cause of action, suit or claim that, but for this ARTICLE FIFTH, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

SIXTH: Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

SEVENTH: The Secretary of State is designated as agent of the Corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

c/o National Registered Agents, Inc.
875 Avenue of the Americas, Suite 501
New York, NY 10001

EIGHTH: This Certificate of Incorporation shall be effective upon filing."

Signed on January 26th 2011

/s/ Curtis Anderson
Name: Curtis Anderson
Title: VP, General Counsel & Secretary

Exhibit 3.21

AMENDED BY-LAWS

OF

HUMOR RAINBOW, INC.

(a New York corporation)

ARTICLE I

SHAREHOLDERS

1. CERTIFICATES REPRESENTING SHARES. Certificates representing shares shall set forth thereon the statements prescribed by Section 508, and, where applicable, by Sections 505, 616, 620 and 1002, of the Business Corporation Law and by any other applicable provision of law and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if any, or by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Chief Financial Officer, Controller, Treasurer or an Assistant Treasurer and may be sealed with the corporate seal or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee, or if the shares are listed on a registered national security exchange. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

A certificate representing shares shall not be issued until the full amount of consideration therefor has been paid except as Section 504 of the Business Corporation Law may otherwise permit.

The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the Board of Directors may require the owner of any lost or destroyed certificate, or his legal representative, to give the corporation a bond, in such form and amount as the Board of Directors may require and with such surety or sureties as the Board of Directors may approve, sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate.

2. FRACTIONAL SHARE INTERESTS. The corporation may issue certificates for fractions of a share which shall entitle the holder, in proportion to his fractional holdings, to exercise voting rights, receive dividends, and participate in liquidating distributions; or it may pay in cash the fair value of fractions of a share as of the time when those entitled to

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receive such fractions are determined; or it may issue scrip in registered or bearer form over the manual or facsimile signature of an officer of the corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder except as therein provided.

3. SHARE TRANSFERS. Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the corporation shall be made only on the share record of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

4. RECORD DATE FOR SHAREHOLDERS. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of the business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining shareholders for any purpose other than that specified in the preceding sentence shall be at the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this paragraph, such determination shall apply to any adjournment thereof, unless the Board of Directors fix a new record date under this paragraph for the adjourned meeting.

5. SHAREHOLDER MEETINGS.

· TIME. A meeting of the shareholders shall be held annually for the election of directors and the transaction of other business within five (5) months of the end of the fiscal year of the corporation on the date fixed, from time to time, by the Board of Directors. A special meeting shall be held on the date fixed by the Board of Directors except when the Certificate of Incorporation or the Business Corporation Law confers the right to fix the date upon shareholders.

· PLACE. Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the Board of Directors may, from time to time, fix. Whenever the Board of Directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the office of the corporation in the State of New York.

· CALL. Annual meetings may be called by the Board of Directors or by any officer instructed by the Board of Directors to call the meeting. Special meetings may be called

in like manner except when the Board of Directors are required by the Certificate of Incorporation or the Business Corporation Law to call a meeting in a different manner, or except when the shareholders are entitled by the Certificate of Incorporation or the Business Corporation Law to demand the call of a meeting in a different manner.

· NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE. Notice of all meetings shall be given, stating the place, date, and hour of the meeting, and, unless it is an annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. The notice of a special meeting shall in all instances state the purpose or purposes for which the meeting is called; and, at any such meeting, only such business may be transacted which is related to the purpose or purposes set forth in the notice. If any action is proposed to be taken which would, if taken, entitle shareholders to receive payment for their shares pursuant to Section 623 of the Business Corporation Law, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law or an outline of its material terms. Notice of any meeting of shareholders may be written or electronic. Notice of any meeting shall be given not fewer than ten days nor more than sixty days before the date of the meeting, provided, however, a copy of such notice may be given by third class mail not fewer than twenty-four days nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. Notice by mail shall be deemed to be given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States post office department addressed as set forth in Section 605(a) of the Business Corporation Law. If transmitted electronically, such notice is given when directed to the shareholder's electronic mail address as supplied by the shareholder to the Secretary of the corporation or as otherwise directed pursuant to the shareholder's authorization or instructions. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Directors, after adjournment, fix a new record date for the adjourned meeting. Notice of a meeting need not be given to any shareholder who submits a waiver of notice before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the shareholder or the shareholder's authorized officer, director, employee or agent by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must either set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the shareholder. The attendance of a shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him.

· SHAREHOLDER LIST AND CHALLENGE. A list of shareholders as of the record date, certified by the Secretary or other officer responsible for its preparation or by the transfer agent, if any, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, if any, or the person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

· CONDUCT OF MEETING. All meetings of shareholders shall be presided over by the President, or if he is not present, by a Vice-President, or if neither the President nor Vice President is present, by a chairman thereby chosen by the shareholders at the meeting. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting but if neither the Secretary nor Assistant Secretary is present, the chairman of the meeting shall appoint any person present to act as secretary of the meeting.

· PROXY REPRESENTATION. Every shareholder may authorize another person or persons to act for him by proxy in all matters in which a shareholder is entitled to participate, whether voting or participating at a meeting, or expressing consent or dissent without a meeting. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by Section 609 of the Business Corporation Law.

· INSPECTORS - APPOINTMENT. Inspectors may be appointed in the manner prescribed by the provisions of Section 610 of the Business Corporation Law, but need not be appointed except as otherwise required by those provisions.

· QUORUM. Except for a special election of directors pursuant to Section 603(b) of the Business Corporation Law, and except as herein otherwise provided, the holders of a majority of the votes of shares entitled to vote at a meeting shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such a class or series shall constitute a quorum for the transaction of such specified item of business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn the meeting despite the absence of a quorum.

· VOTING. At a meeting of the shareholders for the election of directors, directors shall be elected by a plurality of the votes cast by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law. Any other action at a meeting of the shareholders shall be authorized by a majority of the votes cast in favor of or against such action by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law or by a bylaw adopted by the shareholders.

6. SHAREHOLDER ACTION WITHOUT MEETINGS. Whenever under the provisions of the Business Corporation Law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, signed by the holders of all outstanding shares entitled to vote thereon or, if the Certificate of Incorporation so permits, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, in accordance with the provisions of Section 615 of the Business Corporation Law.

ARTICLE II

GOVERNING BOARD

1. FUNCTIONS. Subject to a contrary provision in the Certificate of Incorporation, the business of the corporation shall be managed under the direction of its Board of Directors notwithstanding that only one director legally constitutes the Board.

2. QUALIFICATIONS AND NUMBER. Each director shall be at least eighteen years of age. The number of directors of the corporation may be determined from time to time by resolution adopted by the shareholders, except that there shall be no less than one director. The number of

directors may be increased or decreased by action of shareholders or of the Board of Directors, provided that any action of the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board. No decrease shall shorten the term of any incumbent director.

3. ELECTION AND TERM. The first Board of Directors shall be elected by the incorporator or incorporators and shall hold office until the first annual meeting of shareholders.

Thereafter, directors who are elected at an annual meeting of shareholders, and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified; and directors who are elected in the interim by the Board of Directors to fill vacancies and newly created directorships shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business and until their successors have been elected and qualified. Unless otherwise set forth in the Certificate of Incorporation, in the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, newly created directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, may be filled by the vote of the remaining directors then in office.

4. MEETINGS.

· TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

· PLACE. Unless otherwise set forth in the Certificate of Incorporation, meetings shall be held at such place within or without the State of New York as shall be fixed by the Board.

· CALL. No notice shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called, upon notice, by or at the direction of the Chairman of the Board, if any, or the President, or of a majority of the directors in office.

· NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice

shall be waived by any director who signs a waiver of notice before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

· QUORUM AND ACTION. Unless a greater proportion is required by the Certificate of Incorporation, a majority of the entire Board shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided such majority shall constitute at least one-third of the entire Board. Except as otherwise required by the Business Corporation Law, a majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place.

Unless restricted by the Certificate of Incorporation, anyone or more members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

· CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise any other director chosen by the Board, shall preside.

5. RESIGNATION AND REMOVAL OF DIRECTORS. Subject to any applicable contract rights and duties, any director of the corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the President or the secretary of the corporation and any such resignation shall take effect at the time specified therein or, if the time be not specified therein, upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective. Any or all of the directors may be removed for cause or without cause by the shareholders.

6. COMMITTEES. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from their number one or more directors to constitute an Executive Committee and other committees, each of which, to the extent provided in the resolution designating it, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the Business Corporation Law.

The Board of Directors shall have the power at any time to fill vacancies in, change the membership of, or dissolve any such committees. The Board may also designate one or more directors as alternate members of any such committee who may replace any absent member or members at any meeting thereof.

· MEETINGS OF COMMITTEES. Committees established by the Board of Directors may meet either regularly at stated times or specially on notice. Such committees may make rules for the holding and conduct of their meetings.

7. WRITTEN ACTION. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or by any

committee thereof may be taken without a meeting if all of the members of the Board of Directors or of such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or of such committee shall be filed with the minutes of the proceedings of the Board of Directors or of such committee.

ARTICLE III

OFFICERS

Unless reserved to the shareholders in the Certificate of Incorporation, the Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. Any two or more offices may be held by the same person. When all of the issued and outstanding shares of the corporation are owned by one person, such person may hold all or any combination of offices.

Unless otherwise provided in the resolution of election or appointment or in the Certificate of Incorporation, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders.

Officers shall have the powers and duties defined in the resolutions appointing them.

Unless an officer was elected or appointed by the shareholders, the Board of Directors may remove any officer for cause or without cause.

ARTICLE IV

STATUTORY NOTICES TO SHAREHOLDERS

The Board of Directors may appoint the Treasurer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or any financial statement, as the case may be, which may be required by any provision of law.

ARTICLE V

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, of the Board of Directors, and of any committee which the Board of Directors may appoint, and shall keep at the office of the corporation in the State of New York or at the office of the transfer agent or registrar, if any, in said State, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dates when they respectively became the owners of record thereof. Any of the foregoing books, minutes, or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE VI

CORPORATE SEAL

The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change from time to time, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

1. INDEMNIFICATION. The Corporation, to the full extent permitted and in the manner required by the laws of the State of New York as in effect at the time of the adoption of this Article VIII or as the law may be amended from time to time, may (i) indemnify any person (and the heirs and legal representatives of such person) made, or threatened to be made, a party in an action or proceeding (including, without limitation, one by or in the right of the Corporation to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of any corporation or any type or kind, domestic or foreign, or an partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that such director or officer, or such director's or officer's testator or intestate, was a director or officer of the Corporation or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, and (ii) provide to any such person (and the heirs and legal representatives of such person) advances for expenses incurred in pursuing such action or proceeding, upon receipt of an undertaking by or on behalf of such director or officer to repay such amount as, and to the extent, required by Section 725(a) of the Business corporation Law.

2. INSURANCE. The Corporation shall have the power to purchase and maintain insurance to indemnify the Corporation for any obligation which it incurs as a result of its indemnification of directors, officers and employees pursuant to Section 1 above, or to indemnify such persons in instances in which they may be indemnified pursuant to Section I above.

ARTICLE IX

CONTROL OVER BY-LAWS

The shareholders entitled to vote in the election of directors or the Board of Directors by vote of a majority of the entire Board upon compliance with any statutory requisite

may amend or repeal the By-Laws and may adopt new By-Laws, except that the Board of Directors may not amend or repeal any By-Law or adopt any new By-Law, the statutory control over which is vested exclusively in the said shareholders or in the incorporators. By-Laws adopted by the incorporators or Board of Directors may be amended or repealed by the said shareholders.

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Exhibit 3.22

CERTIFICATE OF MERGER

OF

AJI ACQUISITION CORP.

WITH AND INTO

ASK JEEVES, INC.

UNDER SECTION 251 OF THE GENERAL CORPORATION LAW

OF THE STATE OF DELAWARE

The undersigned corporation, Ask Jeeves, Inc., a Delaware corporation (the "Company"), does hereby certify that

FIRST: The name and state of incorporation of each of the constituent corporations of the Merger (the "Constituent Corporations") are as follows:

Name	State
All Acquisition Corp.	Delaware
Ask Jeeves, Inc	Delaware

SECOND: An Agreement and Plan of Merger, dated as of March 21, 2005 (the "Merger Agreement"), by and among IAC/InterActiveCorp, a Delaware corporation, AJI Acquisition Corp. ("Merger Sub") and the Company, setting forth the terms and conditions of the merger of Merger Sub with and into the Company (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation in the Merger is Ask Jeeves, Inc. (the "Surviving Corporation").

FOURTH: At the effective time of the Merger herein certified, the certificate of incorporation of the Surviving Corporation shall be amended and restated so as to read in its entirety as set forth in Annex A.

FIFTH: The executed Merger Agreement is on file at the principal office of the Surviving Corporation, the address of which is 555 12th Sheet, Oakland, California 94607.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: This Certificate of Merger, and the Merger provided for herein, shall become effective on its filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 19th day of July, 2005

ASK JEEVES, INC.

By: /s/ Steven Berkowitz
Steven Berkowitz
President and Chief Executive Officer

Annex A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

ASK JEEVES, INC.

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is:

ASK JEEVES, INC.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, County of Kent, Dover, Delaware 19904. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

Section 1. The Corporation shall be authorized to issue 1,000 shares of capital stock, all of which shall be shares of Common Stock, $.01 par value ("Common Stock").

Section 2. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of Common Stock shall have one vote, and the Common Stock shall vote together as a single class.

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot

ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons

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whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE VIII

Section 1. Elimination of Certain Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation

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Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be

made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action

of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the Claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter

acquire under any statute, provision of the Certificate of Incorporation, By-law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation law of the State of Delaware.

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF INCORPORATION

OF

ASK JEEVES, INC.

Ask Jeeves, Inc.. a corporation organized and existing under the General Corporation Law of the State of Delaware DOES HEREBY CERTIFY:

FIRST: The original Certificate of Incorporation of the corporation was filed with the Secretary of State of Delaware on May 11, 1999.

SECOND: The name of the corporation is Ask Jeeves, Inc.

THIRD: The Certificate of Incorporation of the corporation is hereby amended by deleting the text of Article I in its entirety and substituting the following therefor:

“The name of this corporation is IAC Search & Media, Inc. (the “Corporation”).”

FOURTH: The foregoing amendment of the Certificate of Incorporation has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware by the directors and stockholders of the Corporation.

IN WITNESS WHEREOF, Ask Jeeves, Inc. has caused this Certificate to be signed by its President on this day of February, 2006.

ASK JEEVES, INC.

By: /s/ Steven Berkowitz
Steven Berkowitz, President

EXHIBIT 3.23

BYLAWS

OF

IAC SEARCH & MEDIA, INC.

(A DELAWARE CORPORATION)

TABLE OF CONTENTS

TABLE OF CONTENTS
(CONTINUED)

BYLAWS

OF

IAC SEARCH & MEDIA, INC.

(A DELAWARE CORPORATION)

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE. The registered office of the corporation in the State of Delaware shall be in the City of Dover, County of Kent.

SECTION 2. OTHER OFFICES. The corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

CORPORATE SEAL

SECTION 3. CORPORATE SEAL. The corporate seal shall consist of a die bearing the name of the corporation and the inscription, “Corporate Seal-Delaware.” Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE III

STOCKHOLDERS’ MEETINGS

SECTION 4. PLACE OF MEETINGS. Meetings of the stockholders of the corporation shall be held at such place, either within or without the State of Delaware, as may be designated from time to time by the Board of Directors, or, if not so designated, then at the office of the corporation required to be maintained pursuant to Section 2 hereof.

SECTION 5. ANNUAL MEETINGS.

(a) The annual meeting of the stockholders of the corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors.

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of Section

5(a) of these Bylaws, (i) the stockholder must have given timely notice thereof in writing to the Secretary of the corporation, (ii) such other business must be a proper matter for stockholder action under the General Corporation Law of Delaware, (iii) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the corporation with a Solicitation Notice (as defined in this Section 5(b)), such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 5. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding years annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (A) as to each person whom the stockholder proposed to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act") and Rule 14a-11 thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (ii) the class and number of shares of the corporation which are owned beneficially and of record by such stockholder and such beneficial owner, and (iii) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of the proposal, at least the percentage of the corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

(c) Notwithstanding anything in the second sentence of Section 5(b) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 5 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the corporation.

(d) Only such persons who are nominated in accordance with the procedures set forth in this Section 5 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 5. Except as otherwise provided by law, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made, or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(e) Notwithstanding the foregoing provisions of this Section 5, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholder's meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation proxy statement pursuant to Rule 14a-8 under the 1934 Act.

(f) For purposes of this Section 5, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act.

SECTION 6. SPECIAL MEETINGS.

(a) Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive Officer, or (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or (iv) by the holders of shares entitled to cast not less than fifty percent (50%) of the votes at the meeting, and shall be held at such place, on such date, and at such time as the Board of Directors, shall fix. At any time or times that the corporation is subject to Section 2115(b) of the California General Corporation Law ("CGCL"), stockholders holding five percent (5%) or more of the outstanding shares shall have the right to call a special meeting of stockholders as set forth in Section 18(c) herein.

(b) If a special meeting is properly called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary of the corporation. No business may be transacted at such

special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than thirty-five (35) nor more than one hundred twenty (120) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the officer receiving the request shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7 of these Bylaws. If the notice is not given within one hundred (100) days after the receipt of the request, the person or persons properly requesting the meeting may set the time and place of the meeting and give the notice. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

(c) Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the corporation's notice of meeting (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the corporation who is a stockholder of record at the time of giving notice provided for in these Bylaws who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 6(c). In the event the corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the corporation's notice of meeting, if the stockholders notice required by Section 5(b) of these Bylaws shall be delivered to the Secretary at the principal executive offices of the corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment of a special meeting commence a new time period for the giving of a stockholders notice as described above.

SECTION 7. NOTICE OF MEETINGS. Except as otherwise provided by law or the Certificate of Incorporation, written notice of each meeting of stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting, such notice to specify the place, date and hour and purpose or purposes of the meeting. Notice of the time, place and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

SECTION 8. QUORUM. At all meetings of stockholders, except where otherwise provided by statute or by the Certificate of Incorporation, or by these Bylaws, the presence, in person or by proxy duly authorized, of the holders of a majority of the outstanding shares of stock entitled to vote shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by the statute or by the Certificate of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter and, except where otherwise provided by the statute or by the Certificate of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of the votes cast by the holders of shares of such class or classes or series shall be the act of such class or classes or series.

SECTION 9. ADJOURNMENT AND NOTICE OF ADJOURNED MEETINGS. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of a majority of the shares casting votes. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 10. VOTING RIGHTS. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date, as provided in Section 12 of these Bylaws, shall be entitled to vote at any meeting of stockholders. Every person entitled to vote shall have the right to do so either in person or by an agent or agents authorized by a proxy granted in accordance with Delaware law. An agent so appointed need not be a stockholder. No proxy shall be voted after three (3) years from its date of creation unless the proxy provides for a longer period.

SECTION 11. JOINT OWNERS OF STOCK. If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same shares,

unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one (1) votes, his act binds all; (b) if more than one (1) votes, the act of the majority so voting binds all; (c) if more than one (1) votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or may apply to the Delaware Court of Chancery for relief as provided in the Delaware General Corporation Law, Section 217(b). If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.

SECTION 12. LIST OF STOCKHOLDERS. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not specified, at the place where the meeting is to be held. The list shall be produced and kept at the time and place of meeting during the whole time thereof and may be inspected by any stockholder who is present.

SECTION 13. ACTION WITHOUT MEETING.

(a) Unless otherwise provided in the Certificate of Incorporation, any action required by statute to be taken at any annual or special meeting of the stockholders, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation in the manner herein required, written consents signed by a sufficient number of stockholders to take action are delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. If the action which is consented to is such as would have required the filing of a certificate under any section of the Delaware General Corporation Law if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that

written consent has been given in accordance with Section 228 of the Delaware General Corporation Law.

(d) Notwithstanding the foregoing, no such action by written consent may be taken following the closing of the initial public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "1933 Act"), covering the offer and sale of Common Stock of the corporation (the "Initial Public Offering").

SECTION 14. ORGANIZATION.

(a) At every meeting of stockholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or, if the President is absent, a chairman of the meeting chosen by a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary, or, in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

(b) The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV

DIRECTORS

SECTION 15. NUMBER AND TERM OF OFFICE. The authorized number of directors of the corporation shall be fixed in accordance with the Certificate of Incorporation. Directors need not be stockholders unless so required by the Certificate of Incorporation. If for any cause, the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient.

SECTION 16. POWERS. The powers of the corporation shall be exercised, its business conducted and its property controlled by the Board of Directors, except as may be otherwise provided by statute or by the Certificate of Incorporation.

SECTION 17. CLASSES OF DIRECTORS.

(a) Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, following the closing of the Initial Public Offering and during such time or times that the corporation is not subject to Section 2115(b) of the CGCL, the directors shall be divided into three classes designated as Class I, Class II and Class III, respectively. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board of Directors. At the first annual meeting of stockholders following the closing of the Initial Public Offering (assuming the corporation is not subject to Section 2115(b) of the CGCL), the term of office of the Class I directors shall expire and Class I directors shall be elected for a full term of three years. At the second annual meeting of stockholders following the Initial Public Offering (assuming the corporation is not subject to Section 2115(b) of the CGCL), the term of office of the Class II directors shall expire and Class II directors shall be elected for a full term of three years. At the third annual meeting of stockholders following the Initial Public Offering (assuming the corporation is not subject to Section 2115(b) of the CGCL), the term of office of the Class III directors shall expire and Class III directors shall be elected for a full term of three years. At each succeeding annual meeting of stockholders (assuming the corporation is not subject to Section 2115(b) of the CGCL), directors shall be elected for a full term of three years to succeed the directors of the class whose terms expire at such annual meeting.

(b) In the event that the corporation is subject to Section 2115(b) of the CGCL and is not a "listed" corporation or ceases to be a "listed" corporation under Section 301.5 of the CGCL, Section A. 2. a. of this Article V shall not apply and all directors shall be shall be elected at each annual meeting of stockholders to hold office until the next annual meeting.

(c) No person entitled to vote at an election for directors may cumulate votes to which such person is entitled, unless, at the time of such election, the corporation is subject to Section 2115(b) of the CGCL and is not a "listed" corporation or ceases to be a "listed" corporation under Section 301.5 of the CGCL. During this time, every stockholder entitled to vote at an election for directors may cumulate such stockholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder's shares are otherwise entitled, or distribute the stockholder's votes on the same principle among as many candidates as such stockholder thinks fit. No stockholder, however, shall be entitled to so cumulate such stockholder's votes unless (i) the names of such candidate or candidates have been placed in nomination prior to the voting and (ii) the stockholder has given notice at the meeting, prior to the voting, of such stockholder's intention to cumulate such stockholder's votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

(d) Notwithstanding the foregoing provisions of this section, each director shall serve until his successor is duly elected and qualified or until his death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 18. VACANCIES.

(a) Unless otherwise provided in the Certificate of Incorporation, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the death, removal or resignation of any director.

(b) If at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Delaware Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in offices as aforesaid, which election shall be governed by Section 211 of the Delaware General Corporation Law.

(c) At any time or times that the corporation is subject to Section 2115(b) of the CGCL, if, after the filling of any vacancy, the directors then in office who have been elected by stockholders shall constitute less than a majority of the directors then in office, then

(1) Any holder or holders of an aggregate of five percent (5%) or more of the total number of shares at the time outstanding having the right to vote for those directors may call a special meeting of stockholders; or

(2) The Superior Court of the proper county shall, upon application of such stockholder or stockholders, summarily order a special meeting of stockholders, to be held to elect the entire board, all in accordance with Section 305(c) of the CGCL. The term of office of any director shall terminate upon that election of a successor. (CGCL Section 305(c).)

SECTION 19. RESIGNATION. Any director may resign at any time by delivering his written resignation to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office for the unexpired portion of the term of the Director whose place shall be vacated and until his successor shall have been duly elected and qualified.

SECTION 20. REMOVAL.

(a) During such time or times that the corporation is subject to Section 2115(b) of the CGCL, the Board of Directors or any individual director may be removed from office at any time without cause by the affirmative vote of the holders of at least a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

(b) Following any date on which the corporation is no longer subject to Section 2115(b) of the CGCL and subject to any limitations imposed by law, Section 20(a) above shall no longer apply and removal shall be as provided in Section 141(k) of the Delaware General Corporation Law.

SECTION 21. MEETINGS.

(a) ANNUAL MEETINGS. The annual meeting of the Board of Directors shall be held immediately before or after the annual meeting of stockholders and at the place where such meeting is held. No notice of an annual meeting of the Board of Directors shall be necessary and such meeting shall be held for the purpose of electing officers and transacting such other business as may lawfully come before it.

(b) REGULAR MEETINGS. Unless otherwise restricted by the Certificate of Incorporation, regular meetings of the Board of Directors may be held at any time or date and at any place within or without the State of Delaware which has been designated by the Board of Directors and publicized among all directors. No formal notice shall be required for regular meetings of the Board of Directors.

(c) SPECIAL MEETINGS. Unless otherwise restricted by the Certificate of Incorporation, special meetings of the Board of Directors may be held at any time and place within or without the State of Delaware whenever called by the Chairman of the Board, the President or any two of the directors

(d) TELEPHONE MEETINGS. Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(e) NOTICE OF MEETINGS. Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting, or sent in writing to each director by first class mail, charges prepaid, at least three (3) days before the date of the meeting.

Notice of any meeting may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(f) WAIVER OF NOTICE. The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present shall sign a written waiver of notice. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 22. QUORUM AND VOTING.

(a) Unless the Certificate of Incorporation requires a greater number and except with respect to indemnification questions arising under Section 43 hereof, for which a quorum shall be one-third of the exact number of directors fixed from time to time in accordance with the Certificate of Incorporation, a quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time by the Board of Directors in accordance with the Certificate of Incorporation; PROVIDED, HOWEVER, at any meeting whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Certificate of Incorporation or these Bylaws.

SECTION 23. ACTION WITHOUT MEETING. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and such writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

SECTION 24. FEES AND COMPENSATION. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

SECTION 25. COMMITTEES.

(a) EXECUTIVE COMMITTEE. The Board of Directors may appoint an Executive Committee to consist of one (1) or more members of the Board of Directors. The Executive

Committee, to the extent permitted by law and provided in the resolution of the Board of Directors shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval, or (ii) adopting, amending or repealing any bylaw of the corporation.

(b) OTHER COMMITTEES. The Board of Directors may, from time to time, appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one (1) or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall any such committee have the powers denied to the Executive Committee in these Bylaws.

(c) TERM. Each member of a committee of the Board of Directors shall serve a term on the committee coexistent with such members term on the Board of Directors. The Board of Directors, subject to any requirements of any outstanding series of preferred Stock and the provisions of subsections (a) or (b) of this Bylaw, may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) MEETINGS. Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 25 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of

such committee, upon written notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of written notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A majority of the

authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

SECTION 26. ORGANIZATION. At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President (if a director), or if the President is absent, the most senior Vice President (if a director), or, in the absence of any such person, a chairman of the meeting chosen by a majority of the directors present, shall preside over the meeting. The Secretary, or in his absence, any Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

ARTICLE V

OFFICERS

SECTION 27. OFFICERS DESIGNATED. The officers of the corporation shall include, if and when designated by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President, one or more Vice Presidents, the Secretary, the Chief Financial Officer, the Treasurer and the Controller, all of whom shall be elected at the annual organizational meeting of the Board of Directors. The Board of Directors may also appoint one or more Assistant Secretaries, Assistant Treasurers, Assistant Controllers and such other officers and agents with such powers and duties as it shall deem necessary. The Board of Directors may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the corporation shall be fixed by or in the manner designated by the Board of Directors.

SECTION 28. TENURE AND DUTIES OF OFFICERS.

(a) GENERAL. All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(b) DUTIES OF CHAIRMAN OF THE BOARD OF DIRECTORS. The Chairman of the Board of Directors, when present, shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time. If there is no President, then the Chairman of the Board of Directors shall also serve as the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in paragraph (c) of this Section 28.

(c) DUTIES OF CHIEF EXECUTIVE OFFICER. The chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The Chief Executive

Officer shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present.

(d) DUTIES OF PRESIDENT. Unless some other officer has been elected Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The President shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time.

(e) DUTIES OF VICE PRESIDENTS. The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(f) DUTIES OF SECRETARY. The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties given him in these Bylaws and other duties commonly incident to his office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time. The President may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(g) DUTIES OF CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the Chief Executive Officer. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Chief Financial Officer shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The Chief Executive Officer may direct the Treasurer or any Assistant Treasurer, or the Controller or any Assistant Controller to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Treasurer and Assistant Treasurer and each Controller and Assistant Controller shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer shall designate from time to time.

SECTION 29. DELEGATION OF AUTHORITY. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

SECTION 30. RESIGNATIONS. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.

SECTION 31. REMOVAL. Any officer may be removed from office at any time, either with or without cause, by the affirmative vote of a majority of the directors in office at the time, or by the unanimous written consent of the directors in office at the time, or by any committee or superior officers upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

SECTION 32. EXECUTION OF CORPORATE INSTRUMENTS. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign on behalf of the corporation the corporate name without limitation, or to enter into contracts on behalf of the corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the corporation.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

SECTION 33. VOTING OF SECURITIES OWNED BY THE CORPORATION. All stock and other securities of other corporations owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII

SHARES OF STOCK

SECTION 34. FORM AND EXECUTION OF CERTIFICATES. Certificates for the shares of stock of the corporation shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the corporation shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman of the Board of Directors, or the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. Each certificate shall state upon the face or back thereof, in full or in summary, all of the powers, designations, preferences, and rights, and the limitations or restrictions of the shares authorized to be issued or shall, except as otherwise required by law, set forth on the face or back a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this section or otherwise required by law or with respect to this section a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

SECTION 35. LOST CERTIFICATES. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The corporation may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to agree to indemnify the corporation in such manner as it shall require or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

SECTION 36. TRANSFERS.

(a) Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the Delaware General Corporation Law.

SECTION 37. FIXING RECORD DATES.

(a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, subject to applicable law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; PROVIDED, HOWEVER, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) Prior to the Initial Public Offering, in order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within ten (10) days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date,

which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

SECTION 38. REGISTERED STOCKHOLDERS. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VIII

OTHER SECURITIES OF THE CORPORATION

SECTION 39. EXECUTION OF OTHER SECURITIES. All bonds, debentures and other corporate securities of the corporation, other than stock certificates (covered in Section 34), may be signed by the Chairman of the Board of Directors, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; PROVIDED, HOWEVER, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

ARTICLE IX

DIVIDENDS

SECTION 40. DECLARATION OF DIVIDENDS. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation and applicable law, if any, may be declared by the Board of Directors pursuant to law at any regular or special

meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation and applicable law.

SECTION 41. DIVIDEND RESERVE. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or

for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

FISCAL YEAR

SECTION 42. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI

INDEMNIFICATION

SECTION 43. INDEMNIFICATION OF DIRECTORS, EXECUTIVE OFFICERS, OTHER OFFICERS, EMPLOYEES AND OTHER AGENTS.

(a) DIRECTORS AND EXECUTIVE OFFICERS. The corporation shall indemnify its directors and executive officers (for the purposes of this Article XI, "executive officers" shall have the meaning defined in Rule 3b-7 promulgated under the 1934 Act) to the fullest extent not prohibited by the Delaware General Corporation Law or any other applicable law; PROVIDED, HOWEVER, that the corporation may modify the extent of such indemnification by individual contracts with its directors and executive officers; and, PROVIDED, FURTHER, that the corporation shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Delaware General Corporation Law or any other applicable law or (iv) such indemnification is required to be made under subsection (d).

(b) OTHER OFFICERS, EMPLOYEES AND OTHER AGENTS. The corporation shall have power to indemnify its other officers, employees and other agents as set forth in the Delaware General Corporation Law or any other applicable law.

(c) EXPENSES. The corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or executive officer, of the corporation, or is or was serving at the request of the corporation as a director or executive officer of another corporation, partnership, joint

venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under this Bylaw or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to paragraph (e) of this Bylaw, no advance shall be made by the corporation to an executive officer of the corporation (except by reason of the fact that such executive officer is or was a director of the corporation in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

(d) ENFORCEMENT. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or executive officer. Any right to indemnification or advances granted by this Bylaw to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting his claim. In connection with any claim for indemnification, the corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Delaware General Corporation Law or any other applicable law for the corporation to indemnify the claimant for the amount claimed. In connection with any claim by an executive officer of the corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such executive officer is or was a director of the corporation) for advances, the corporation shall be entitled to raise a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Delaware General Corporation Law or any other applicable law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by a director or executive officer to enforce a right to indemnification or to an advancement of expenses hereunder, the burden of

proving that the director or executive officer is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the corporation.

(e) NON-EXCLUSIVITY OF RIGHTS. The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the Delaware General Corporation Law, or by any other applicable law.

(f) SURVIVAL OF RIGHTS. The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director, officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) INSURANCE. To the fullest extent permitted by the Delaware General Corporation Law or any other applicable law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Bylaw.

(h) AMENDMENTS. Any repeal or modification of this Bylaw shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation.

(i) SAVING CLAUSE. If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this Bylaw that shall not have been invalidated, or by any other applicable law. If this Section 43 shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the corporation shall indemnify each director and executive officer to the full to the full extent under any other applicable law.

(j) CERTAIN DEFINITIONS. For the purposes of this Bylaw, the following definitions shall apply:

(1) The term “proceeding” shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) The term “expenses” shall be broadly construed and shall include, without limitation, court costs, attorneys’ fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(3) The term the “corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Bylaw with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(4) References to a “director,” “executive officer,” “officer,” “employee,” or “agent” of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(5) References to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this Bylaw.

ARTICLE XII

NOTICES

SECTION 44. NOTICES.

(a) NOTICE TO STOCKHOLDERS. Whenever, under any provisions of these Bylaws, notice is required to be given to any stockholder, it shall be given in writing, timely and duly deposited in the United States mail, postage prepaid, and addressed to his last known post office address as shown by the stock record of the corporation or its transfer agent.

(b) NOTICE TO DIRECTORS. Any notice required to be given to any director may be given by the method stated in subsection (a), or by overnight delivery service, facsimile, telex or telegram, except that such notice other than one which is delivered personally shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

(c) AFFIDAVIT OF MAILING. An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected, specifying the name and address or the names and

addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) TIME NOTICES DEEMED GIVEN. All notices given by mail or by overnight delivery service, as above provided, shall be deemed to have been given as at the time of mailing, and all notices given by facsimile, telex or telegram shall be deemed to have been given as of the sending time recorded at time of transmission.

(e) METHODS OF NOTICE. It shall not be necessary that the same method of giving notice be employed in respect of all directors, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

(f) FAILURE TO RECEIVE NOTICE. The period or limitation of time within which any stockholder may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent him in the manner above provided, shall not be affected or extended in any manner by the failure of such stockholder or such director to receive such notice.

(g) NOTICE TO PERSON WITH WHOM COMMUNICATION IS UNLAWFUL. Whenever notice is required to be given, under any provision of law or of the Certificate of Incorporation or Bylaws of the corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the Delaware General Corporation Law, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(h) NOTICE TO PERSON WITH UNDELIVERABLE ADDRESS. Whenever notice is required to be given, under any provision of law or the Certificate of Incorporation or Bylaws of the corporation, to any stockholder to whom (i) notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to such person during the period between such two consecutive annual meetings, or (ii) all, and at least two, payments (if sent by first class mail) of dividends or interest on securities during a twelve-month period, have been mailed addressed to such person at his address as shown on the records of the corporation and have been returned undeliverable, the giving of such notice to such person shall not be required. Any action or meeting which shall be taken or held without notice to such person shall have the same force and effect as if such notice had been duly given. If any such person shall deliver to the corporation a written notice setting forth his then current address, the requirement that notice be given to such person shall be reinstated. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the Delaware General Corporation Law, the certificate need

not state that notice was not given to persons to whom notice was not required to be given pursuant to this paragraph.

ARTICLE XIII

AMENDMENTS

SECTION 45. AMENDMENTS. Subject to paragraph (h) of Section 43 of the Bylaws, the Bylaws may be altered or amended or new Bylaws adopted by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of the voting stock of the corporation entitled to vote. The Board of Directors shall also have the power to adopt, amend, or repeal Bylaws.

ARTICLE XIV

LOANS TO OFFICERS

SECTION 46. LOANS TO OFFICERS. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a Director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these Bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Exhibit 3.24

CERTIFICATE OF FORMATION
OF
IAC SEARCH, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

1. The name of the limited liability company is **IAC Search, LLC**.

2. The address of the registered office of the limited liability company in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, Delaware 19904. The name of the registered agent at such address is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 1st day of February, 2012.

/s/ Tanya Stanich, Authorized Person
Tanya Stanich, Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
IAC SEARCH, LLC
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") is effective as of February 1, 2012 (the "**Effective Date**"), by IAC/InterActiveCorp, a Delaware corporation, as the sole member (the "**Member**"), for the purpose of providing for the organization and operation of IAC Search, LLC (the "**Company**"), a limited liability company formed pursuant to the Delaware Limited Liability Company Act, Title 6, Sections 18-101 *et seq* of the Delaware Code (the "**Act**").

R E C I T A L S

WHEREAS, the Member desires to organize the Company for the purpose of engaging in any lawful act or activity that may be engaged in by a limited liability company organized under the Act; and

WHEREAS, for tax purposes it is intended that the Company shall be classified as an "entity disregarded as separate from its owner," and not an "association" taxable as a "corporation," as those terms are defined in Section 7701 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the applicable Treasury regulations promulgated thereunder (the "**Regulations**");

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and obligations set forth herein, the Member hereby agrees that the Company shall be structured and operated as follows:

ARTICLE I
FORMATION

1.1 **Name**. The name of the Company is "**IAC Search, LLC**" and all business of the Company shall be conducted under that name or any other fictitious name or names selected by the Member from time to time, provided that any such name reflects the Company's status as a limited liability company and is otherwise permitted by applicable law.

1.2 **Place of Business**. The Company's initial principal place of business shall be c/o IAC/InterActiveCorp, 555 West 18th Street, New York, NY 10011, or such other place or places as the Member may from time to time determine. The registered agent for the service of process and the registered office shall be that person and location reflected in the Company's Certificate of Formation as filed in the office of the Delaware Secretary of State.

1.3 **Business and Authority**. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

1.4 **Company Term**. The term of the Company commenced on February 1, 2012, the date of filing by an authorized person of the Company's Certificate of Formation with the Delaware Secretary of State, and shall continue until the Company's dissolution in accordance with the provisions of Article VII of this Agreement.

1.5 **Agreement; Effect of Inconsistencies With the Act**. It is the express intent of the Member that except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be deemed to be amended to the smallest degree possible in order to make this Agreement effective under the Act in accordance with the intent of the parties. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

ARTICLE II
MEMBERSHIP; MEMBERSHIP INTEREST

2.1 **Membership Interest**. There shall be one class of equity interests in the Company, which shall be common membership units ("**Membership Interest**"). Such Membership Interest may only be issued to IAC/InterActiveCorp, a Delaware corporation, and not to any other party.

2.2 **Name and Address and Ownership Interest of the Member**. The name, address, and required capital contributions ("**Capital Contributions**") of the Member of the Company are set forth in Schedule I attached to this Agreement, as such schedule may be amended from time to time.

ARTICLE III
CAPITAL CONTRIBUTIONS AND LOANS

3.1 **Initial Capital Contribution**. On or before February 1, 2012, the Member shall deliver to the Company the Member's Initial Capital Contribution set forth beside the Member's name on Schedule 1 under the column entitled "**Capital Contribution**."

3.2 **Interest on Capital Contributions**. The Member shall not be entitled to receive any interest on the Member's Capital Contribution.

3.3 **Additional Capital Contributions**. The Member shall not be required or obligated to: (i) make any additional contribution to the capital of the Company over and above that required by Sections 3.1 or (ii) restore a deficit Capital Account (as defined in Section 4.1)

balance upon the liquidation of the Company or Member's Membership Interests in the Company.

3.4 **Loans by Member**. The Member may make a loan or advance money or property to or on behalf of the Company. Such loan or advance shall not increase the Member's Capital Account, entitle the Member to any greater share of Company distributions or subject the Member to any greater proportion of Company losses. The amount of such loans or advances shall be a debt owed by the Company to the Member, and any interest paid to the Member shall be charged as any other expense against income of the Company.

ARTICLE IV
CAPITAL ACCOUNT, DISTRIBUTIONS, AND TAX MATTERS

4.1 **Establishment of Capital Account**. A capital account (the "**Capital Account**") shall be established and maintained for the Member in accordance with the principles set forth in sections 704(b) and 704(c) of the Code and the Regulations promulgated thereunder. The Capital Account shall initially be equal to: (i) the full amount of cash contributed by the Member to the Company, and (ii) the fair market value of other property contributed by the Member to the Company (net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code).

4.2 **Increases and Decreases in Capital Account**. The Member's Capital Account shall be increased by any additional capital contributions made by the Member to the Company (in the case of contributed property such increase shall equal the fair market value of such property net of liabilities secured by such property that the Company is considered to assume or take subject to under section 752 of the Code) and by the Net Profit (as defined in Section 4.3 hereof), and decreased by any money and the fair market value of any property distributed to such Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under section 752 of the Code) and by the Net Loss (as defined in Section 4.3 hereof).

4.3 **Net Profit and Net Loss**. For the purposes of this Agreement, the terms "**Net Profit**" and "**Net Loss**" shall mean the Company's taxable net profit and taxable net loss, respectively, for the period or periods in question, determined in accordance with federal income tax accounting principles, taking into account such items not reflected in the Company's taxable net income or taxable net loss as required by section 704(b) of the Code and the Regulations thereunder.

4.4 **Conformance With the Code and Applicable Regulations**. It is the intent that Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement be construed and applied in a manner consistent with the requirements of Code sections 704(b) and 704(c) and the Regulations promulgated thereunder. If, in the opinion of the Company's accountant, the manner in which Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement apply should be modified in order to comply with Code sections 704(b) and 704(c) and the Regulations promulgated thereunder, then, notwithstanding anything to the contrary contained in Sections 4.1, 4.2, 4.3, and 4.4, the method by which Capital Accounts are maintained shall be so modified with the consent of the Member.

4.5 **Distributions**.

(a) All distributions (whether in cash or in kind) shall be made at such times and in such amounts as shall be determined by the Member. All distributions of cash or other assets available for distribution, from whatever source derived, shall be paid or distributed to the Member. Immediately prior to any such distribution, the Capital Account of the Member shall be adjusted as provided in Regulation section 1.704-1(b)(2)(iv)(f).

4.6 **Fiscal Year Tax Decisions**. The taxable and fiscal accounting year of the Company shall end on December 31 each year. All decisions and elections affecting the Company's taxable income for any period shall be made by the Member.

ARTICLE V
GOVERNANCE

5.1 **Management by Board of Managers**.

(a) Subject to such matters which are expressly reserved hereunder or under the Act to the Member for decision, the business and affairs of the Company shall be managed by a board of managers (the "**Board**"), which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. The Board shall consist of one (1) to ten (10) individuals (the "**Managers**"), the exact number of Managers to be determined from time to time by resolution of the Member. The initial Board shall consist of two (2) Managers, who shall initially be **Gregg Winiarski** and **Joanne Hawkins**.

(b) Each Manager shall be elected by the Member and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. The Member may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Member.

(c) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Member. A Manager chosen to fill a vacancy resulting from the resignation, removal, death, or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

5.2 **Action by the Board of Managers.**

(a) Meetings of the Board may be called by any Manager upon two (2) days prior written notice to each Manager. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(b) Meetings of the Board may be conducted in person or by conference telephonic facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the

terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

5.3 **Power to Bind Company**. None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect to thereto.

5.4 **Officers and Related Persons**. The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. The initial officers of the Company, who shall serve until their resignation or removal by the Board, shall be as set forth on Schedule 2.

5.5 **Specific Powers and Duties of the Officers**. In addition to the powers given to the officers by the Board and by this Agreement, except as expressly limited by the provisions of this Agreement, the officers shall have the power to enter into, make, sign, seal, deliver and perform the day-to-day agreements, contracts, documents, instruments and other undertakings and to engage in all activities and transactions as may be necessary or desirable in order to carry out the day-to-day business of the Company, all on behalf of the Company. In addition, the officers may open and maintain bank accounts and draw checks or other orders for the payment of money on behalf of the Company. The Board of Managers of the Company shall have the power to appoint officers of the Company and to remove officers, at any time, with or without cause or notice.

5.6 **Nonliability of Managers for Acts or Omissions in Their Managerial Capacity**.

(a) The Managers shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Company.

(b) To the fullest extent permitted by the Act, the Managers are released from liability for damages and other monetary relief on account of any act, omission, or conduct in the Manager's managerial capacity. No amendment or repeal of this section will affect any liability or alleged liability of the Managers for acts, omissions, or conduct that occurred prior to the amendment or repeal.

ARTICLE VI
LIABILITY; AUTHORITY; INDEMNIFICATION

6.1 **Limited Liability**. The Member shall not be obligated or liable to the Company, any creditor of the Company or any other person, for any losses, debts, obligations or liabilities of the Company, except as otherwise agreed in writing by the Member. Except as required by law, the Member shall not be liable to the Company, creditors of the Company or any other person for the repayment of amounts received from the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of

its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

6.2 **Rights or Powers**. The Member has all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company, (individually, a "**Covered Person**," and collectively, the "**Covered Persons**") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

6.3 **Indemnification**.

(a) To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("**Claims**"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 6.3 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's right to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 6.3.

ARTICLE VII
DISSOLUTION AND TERMINATION OF THE COMPANY

7.1 **Event Causing Dissolution**. Notwithstanding any other provision of this Agreement, the Company shall be dissolved and its properties and other assets liquidated and the proceeds therefrom distributed in the manner and order provided for in Section 7.2 upon the consent of the Member.

7.2 **Distribution on Termination**. Upon a dissolution and termination of the Company, the person appointed by the Member (the "**Liquidator**") shall collect and marshal the Company's assets, sell such assets as such Liquidator shall deem appropriate, provide for the

payment of all of the legally enforceable obligations of the Company that are not then due and distribute the proceeds and all other assets of the Company in the following order:

(a) First, in payment of debts, obligations and liabilities of the Company which are then outstanding;

(b) Second, at the discretion of the Liquidator, to the setting up of any reserves which the Liquidator may deem necessary, appropriate or desirable for any contingent or unforeseen liabilities or obligations or for debts or liabilities of the Company (and, at the expiration of such period as the Liquidator shall deem necessary, advisable or desirable to accomplish payment of any such obligations, the Liquidator shall distribute the remaining reserves in the manner hereinafter provided); and

(c) Third, to the Member in an amount equal to the positive balance in the Member's Capital Account, after adjusting such Account to reflect profit and loss under Article IV of this Agreement and any gain or loss which would be recognized if the Company sold its remaining assets at their fair market value on the date of dissolution of the Company.

7.3 **Authority of the Liquidator**. In carrying out the liquidation proceedings, the Liquidator shall have all of the powers and authority provided to the Member, and shall be entitled to the benefits of limitation of liability and indemnification provided to the Member in its managerial capacity in this Agreement.

7.4 **Liquidation Statement**. The Member shall be furnished with a statement prepared by the Liquidator, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation. Upon the Company complying with the foregoing distribution plan, the Member shall cease to be such, and the Liquidator shall execute, acknowledge and cause to be filed such appropriate documents evidencing the dissolution and winding up.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **Further Assurances**. The Member agrees to execute and deliver to the Company upon request, any and all additional certificates, instruments and advice necessary to be filed, recorded or delivered in order to perfect the formation, operation, termination and dissolution of the Company in accordance with this Agreement, and to amend, supplement and cancel the Company's Certificate of Formation as required to carry out any of the foregoing.

8.2 **Amendments**. This Agreement may be amended at any time by a written amendment signed by the Member.

8.3 **Notices**. Any written notice to the Member required or permitted under this Agreement shall be deemed to have been duly given for all purposes (a) on the date of delivery, if delivered personally on the party or by confirmed facsimile transmission or (b) on the third business day after mailing, whether or not the same is actually received, if sent by United States registered mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated below such address set forth on Schedule 1 hereto, or at the most recent address, specified by written notice, given to the sender by addressee under this provision. Notices to the

Company shall be given in the same manner and shall be addressed to it at its principal place of business.

8.4 **Incorporation By Reference**. The recitals and schedules to this Agreement are hereby incorporated herein by this reference as if set forth here in full.

8.5 **Severability**. If any term, provision, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision, agreement or condition shall be enforced to the maximum extent legally permissible, and the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8.6 **Counterparts**. The Member may execute this Agreement in two or more counterparts, which shall, in the aggregate, constitute one instrument.

8.7 **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws, but not the choice of law provisions, of the State of Delaware.

8.8 **Successors**. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, and personal representatives of the Member.

8.9 **Third Party Beneficiaries**. This Agreement is not intended to create any rights or remedies in favor of any person who is not a signatory to this Agreement or in any way create any third party beneficiary rights or remedies, including (except as specifically provided to the contrary herein) on behalf of any Transferee.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first written above.

IAC/InterActiveCorp, a Delaware corporation

By: /s/ Joanne Hawkins
Name: Joanne Hawkins
Title: Sr. VP, Deputy General Counsel and Assistant Secretary

SCHEDULE 1

MEMBERS AND MEMBERSHIP INTERESTS

Name and Address	Common Units Owned	Percentage of Total	Capital Contribution

		Membership Interests	
IAC/InterActiveCorp 555 West 18th Street New York, NY 10011 Attn: General Counsel	100	100%	$ 100

SCHEDULE 2

INITIAL OFFICERS

Name	Title
Gregory R. Blatt	President and Chief Executive Officer
Michael Schwerdtman	Vice President
Eric DeGraw	Vice President
Nick Stoumpas	Vice President and Treasurer
Gregg Winiarski	Vice President and Secretary
Stuart Cawthorn	Vice President and Assistant Secretary
Joanne Hawkins	Vice President and Assistant Secretary
Tanya Stanich	Vice President and Assistant Secretary

Exhibit 3.26

CERTIFICATE OF INCORPORATION

OF

MATCH.COM INTERNATIONAL HOLDINGS, INC.

I, the undersigned, for the purpose of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do hereby execute this Certificate of incorporation and do hereby certify as follows:

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is:

Match.com International Holdings, Inc.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover, County of Kent, State of Delaware 19904. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

The Corporation shall be authorized to issue 30,000 shares of capital stock, 10,000 shares of which shall be Class A Common Stock, par value $0.01 per share (the "Class A Common Stock"), 10,000 shares of which shall be Class B Common Stock, par value $0.01 per share (the "Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock") and 10,000 shares of which shall be Preferred Stock, par value $0.01 per share (the "Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

Section 1. Common Stock.

(a) General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors of the Corporation (the "Board") upon any issuance of the Preferred Stock of any series. Except as otherwise provided in Section 1 of this Article IV and as otherwise required by applicable law, all shares of Class A Common Stock and Class B Common Stock shall be identical in all respects and shall entitle the holders thereof to the same rights, preferences and privileges, subject to the same qualifications, limitations and restrictions, as set forth herein.

(b) Voting. Except as otherwise provided herein or required by applicable law, (a) each holder of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held as of the applicable record date on any matter that is submitted to a

vote or for the consent of the shareholders of the Corporation, and (b) each holder of Class B Common Stock shall not be entitled to vote on any matter that is submitted to a vote or for the consent of the shareholders of the Corporation. Holders of Common Stock shall not be entitled to cumulate their votes for the election of directors or any other matter submitted to a vote of the shareholders of the Corporation.

(c) Dividends. Subject to the provisions of the Preferred Stock, as and when dividends are declared or paid with respect to shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of Class A Common Stock and the holders of Class B Common Stock shall be entitled to receive such dividends pro rata among all holders of Common Stock at the same rate per share of each class of Common Stock; provided, that (a) if dividends are declared or paid in shares of Common Stock, the dividends payable to holders of Class A Common Stock shall be payable in shares of Class A Common Stock and the dividends payable to holders of Class B Common Stock shall be payable in shares of Class B Common Stock and (b) if the dividends consist of other voting securities of the Corporation, the Corporation shall make available to each holder of Class B Common Stock dividends consisting of non-voting securities (except as otherwise required by law) of the Corporation which are otherwise identical to the voting securities and which are convertible into such voting securities on the same terms as the Class B Common Stock is convertible into the Class A Common Stock.

(d) Liquidation. Subject to the provisions of the Preferred Stock, the holders of Class A Common Stock and the holders of the Class B Common Stock shall be entitled to participate pro rata at the same rate per share of each class of Common Stock in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

(e) Conversion.

(i) In connection with the occurrence of a Conversion Event, each outstanding share of Class B Common Stock shall be converted into a share of Class A Common Stock. For the purposes of Section 1(e) of this Article IV, (i) "Conversion Event" shall mean (y) the occurrence of an initial Public Offering, or (z) the vote by the holders of a majority of the outstanding shares of Class A Common Stock to convert all of the shares of Class B Common Stock into shares of Class A Common Stock, and (ii) "Public Offering" shall mean the sale of shares of the Corporation's Common Stock in an underwritten public offering registered under the Securities Act of 1933, as amended from time to time (other than a public offering relating solely to a transaction under Rule 145 promulgated pursuant to the Securities Act (or any successor thereto) or to an employee benefit plan of the Corporation).

(ii) The conversion of Class B Common Stock into Class A Common Stock shall be deemed to have been effected as of the close of business on the date of the Conversion Event and at such time the rights of the holder of the converted Class B Common Stock shall cease and each holder shall be deemed to have become the holder of record of the shares of Class A Common Stock represented thereby.

(iii) Promptly after the surrender of certificates and the receipt of written notice, the Corporation shall issue and deliver in accordance with the surrendering holder's instructions the certificate or certificates for the Class A Common Stock issuable upon such conversion.

(iv) The issuance of certificates for Class A Common Stock upon conversion of Class B Common Stock shall be made without charge to the holders of such shares for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of Class A Common Stock.

(v) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of issuance upon the conversion of the Class B Common Stock, such number of shares of Class A Common Stock issuable upon the conversion of all outstanding Class B Common Stock.

(vi) The Corporation shall not close its books against the transfer of shares of Common Stock in any manner which would interfere with the timely conversion of any shares of Class B Common Stock. The Corporation shall assist and cooperate with any holder of Class B Common Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of Class B Common Stock hereunder (including, without limitation, making any filings required to be made by the Corporation).

(f) Stock Splits. If the Corporation in any manner subdivides or combines or takes any similar action with respect to the outstanding shares of one class of Common Stock, the outstanding shares of the other classes of Common Stock shall be proportionately subdivided or combined in a similar manner or a similar action will be taken with respect to such other classes.

Section 2. Preferred Stock. Preferred Stock shall be issued in one or more series. The Board is authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to tune the number of shares to be included in each such series, and to fix the designations, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purposes of voting by classes unless expressly provided.

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and

privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE VIII

The Corporation hereby renounces, to the fullest extent permitted by Section 122(17) of the General Corporation Law of the State of Delaware, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any business opportunities presented to one or more of its directors or stockholders.

ARTICLE IX

Section 1. Elimination of Certain Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that

he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her

capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by

the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

ARTICLE X

The name and mailing address of the incorporator is Gregg Winiarski, c/o IAC/InterActiveCorp, 152 West 57th Street, 42nd Floor, New York, New York 10019.

IN WITNESS WHEREOF, I, the undersigned, being the incorporator hereinbefore named, do hereby further certify that the facts hereinabove stated are truly set forth and, accordingly, I have hereunto set my hand this 7th day of November, 2005.

/s/ Gregg Winiarski
Gregg Winiarski
Incorporator

BY-LAWS

OF

MATCH.COM INTERNATIONAL HOLDINGS, INC.

(as of November 7, 2005)

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE — The registered office of Match.com International Holdings, Inc. (the "Corporation") shall be established and maintained at the office of National Registered Agents, Inc. at 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, State of Delaware 19904, and said National Registered Agents, Inc. shall be the registered agent of the Corporation in charge thereof.

SECTION 2. OTHER OFFICES — The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS — Annual meetings of stockholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. If the Board of Directors fails so to determine the time, date and place of meeting, the annual meeting of stockholders shall be held at the registered office of the Corporation on the first Tuesday in April. If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. SPECIAL MEETINGS — Special meetings of the stockholders for any purpose or purposes may be called by the Chairman of the Board, the President or the Secretary, or by resolution of the Board of Directors.

SECTION 3. VOTING — Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is entitled to be present.

SECTION 4. QUORUM — Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 5. NOTICE OF MEETINGS — Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 6. ACTION WITHOUT MEETING — Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action

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without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER AND TERM — The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not less than two persons. The exact number of directors shall initially be two and may thereafter be fixed from time to time by the Board of Directors. Directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 2. RESIGNATIONS — Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES — If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the stockholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 4. REMOVAL — Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 5. COMMITTEES — The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Di-rectors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 6. MEETINGS — The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the President, or by the Secretary on the written request of any director, on at least one day's notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 7. QUORUM — A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation of the Corporation or these By-Laws shall require the vote of a greater number.

SECTION 8. COMPENSATION — Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 9. ACTION WITHOUT MEETING — Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS — The officers of the Corporation shall be a Chairman of the Board, a President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. In addition, the Board of Directors may elect such Assistant

Secretaries and Assistant Treasurers as they may deem proper. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 2. CHAIRMAN OF THE BOARD — The Chairman of the Board shall be the Chief Executive Officer of the Corporation. He or she shall preside at all meetings of the Board of Directors and shall have and perform such other duties as may be assigned to him or her by the Board of Directors. The Chairman of the Board shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal of the Corporation to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 3. PRESIDENT — The President shall be the Chief Operating Officer of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The President shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 4. VICE PRESIDENTS — Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 5. TREASURER — The Treasurer shall be the Chief Financial Officer of the Corporation. He or she shall have the custody of the Corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the Chairman of the Board, or the President, taking proper vouchers for such disbursements. He or she shall render to the Chairman of the Board, the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 6. SECRETARY — The Secretary shall give, or cause to be given, notice of all meetings of stockholders and of the Board of Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chairman of the Board or the President, or by the Board of Directors, upon whose request the meeting is called as provided in these By-Laws. He or she shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept

for that purpose, and shall perform such other duties as may be assigned to him or her by the Board of Directors, the Chairman of the Board or the President. He or she shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the Chairman of the Board or the President, and attest to the same.

SECTION 7. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES — Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors.

ARTICLE V

MISCELLANEOUS

SECTION 1. CERTIFICATES OF STOCK — A certificate of stock shall be issued to each stockholder certifying the number of shares owned by such stockholder in the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 2. LOST CERTIFICATES — A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES — The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE — In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days

before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to

corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS — Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 6. SEAL — The corporate seal of the Corporation shall be in such form as shall be determined by resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise imprinted upon the subject document or paper.

SECTION 7. FISCAL YEAR — The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 8. CHECKS — All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9. NOTICE AND WAIVER OF NOTICE — Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to

have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the stockholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

CERTIFICATE OF INCORPORATION

OF

MATCH.COM, INC.

I, the undersigned, for the purpose of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do hereby execute this Certificate of Incorporation and do hereby certify as follows:

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is: Match.com, Inc.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover, DE 19904. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

Section 1. The Corporation shall be authorized to issue 10,000 shares of capital stock, of which 10,000 shares shall be shares of Common Stock, $0.01 par value ("Common Stock").

Section 2. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of Common Stock shall have one vote, and the Common Stock shall vote together as a single class.

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot

ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and

privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE VIII

Section 1. Elimination of Certain Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans,

whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified

and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of

the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter

acquire under any statute, provision of the Certificate of Incorporation, By-law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

ARTICLE IX

The name and mailing address of the incorporator is Joanne Hawkins, c/o IAC/InterActiveCorp, 555 West 18th Street, New York, New York 10011.

IN WITNESS WHEREOF, I, the undersigned, being the incorporator hereinbefore named, do hereby further certify that the facts hereinabove stated are truly set forth and, accordingly, I have hereunto set my hand this 12th day of February, 2009.

/s/ Joanne Hawkins
Joanne Hawkins
Incorporator

Dallas, Texas 75225

Match.com L.L.C., a limited liability company organized under the laws of the State of Delaware, hereby consents to the organization and use of the name Match.com, Inc. in the State of Delaware.

IN WITNESS WHEREOF, the said limited liability company has caused this consent to be executed by its duly authorized officer this 12th day of February, 2009.

MATCH.COM LLC

BY ITS SOLE MEMBER,
ELICIA ACQUISITION CORP.

/s/ Joanne Hawkins

Name: Joanne Hawkins
Title: Vice President

BY-LAWS

OF

MATCH.COM, INC.

ARTICLE I

OFFICES

SECTION 1.01 REGISTERED OFFICE — The registered office of Match.com, Inc. (the "Corporation") shall be established and maintained at the office of National Registered Agents, Inc. at 160 Greentree Drive, Suite 101 in the City of Dover, County of Kent, State of Delaware, 19904, and said National Registered Agents, Inc. shall be the registered agent of the Corporation in charge thereof.

SECTION 1.02 OTHER OFFICES — The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.01 ANNUAL MEETINGS — Annual meetings of stockholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. If the Board of Directors fails so to determine the time, date and place of meeting, the annual meeting shall be held at the registered office of the Corporation on the First Tuesday in April. If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2.02 SPECIAL MEETINGS — Special meetings of the stockholders for any purpose or purposes may be called by the Chairman of the Board, the President or the Secretary, or by resolution of the Board of Directors.

SECTION 2.03 VOTING — Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is entitled to be present.

SECTION 2.04 QUORUM — Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 2.05 NOTICE OF MEETINGS — Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 2.06 ACTION WITHOUT MEETING — Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 3.01 NUMBER AND TERM — The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not fewer than two persons. The exact number of directors shall initially be two and may thereafter be fixed from time to

time by the Board of Directors. Directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 3.02 RESIGNATIONS — Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3.03 VACANCIES — If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the stockholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 3.04 REMOVAL — Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 3.05 COMMITTEES — The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 3.06 MEETINGS — The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the President, or by the Secretary on the written request of any director, on at least one day's notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 3.07 QUORUM — A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation of the Corporation or these By-Laws shall require the vote of a greater number.

SECTION 3.08 COMPENSATION — Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 3.09 ACTION WITHOUT MEETING — Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV

OFFICERS

SECTION 4.01 OFFICERS — The officers of the Corporation shall be a Chairman of the Board, a President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. In addition, the Board of Directors may elect such Assistant

Secretaries and Assistant Treasurers as they may deem proper. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 4.02 CHAIRMAN OF THE BOARD — The Chairman of the Board shall be the Chief Executive Officer of the Corporation. He or she shall preside at all meetings of the Board of Directors and shall have and perform such other duties as may be assigned to him or her by the Board of Directors. The Chairman of the Board shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause

the seal of the Corporation to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 4.03 PRESIDENT — The President shall be the Chief Operating Officer of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The President shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 4.04 VICE PRESIDENTS — Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 4.05 TREASURER — The Treasurer shall be the Chief Financial Officer of the Corporation. He or she shall have the custody of the Corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the Chairman of the Board, or the President, taking proper vouchers for such disbursements. He or she shall render to the Chairman of the Board, the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 4.06 SECRETARY — The Secretary shall give, or cause to be given, notice of all meetings of stockholders and of the Board of Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chairman of the Board or the President, or by the Board of Directors, upon whose request the meeting is called as provided in these By-Laws. He or she shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to

be kept for that purpose, and shall perform such other duties as may be assigned to him or her by the Board of Directors, the Chairman of the Board or the President. He or she shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the Chairman of the Board or the President, and attest to the same.

SECTION 4.07 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES — Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors.

ARTICLE V

MISCELLANEOUS

SECTION 5.01 CERTIFICATES OF STOCK — A certificate of stock shall be issued to each stockholder certifying the number of shares owned by such stockholder in the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 5.02 LOST CERTIFICATES — A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 5.03 TRANSFER OF SHARES — The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 5.04 STOCKHOLDERS RECORD DATE — In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days

before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5.05 DIVIDENDS — Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 5.06 SEAL — The corporate seal of the Corporation shall be in such form as shall be determined by resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise imprinted upon the subject document or paper.

SECTION 5.07 FISCAL YEAR — The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 5.08 CHECKS — All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 5.09 NOTICE AND WAIVER OF NOTICE — Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled

thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the stockholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

Exhibit 3.30

CERTIFICATE OF FORMATION
OF
MATCH.COM I, L.L.C.

This Certificate of Formation of Match.com I, L.L.C. (the "***Company***"), dated as of June 25, 2007, is being duly executed and filed by the undersigned to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

1. Name. The name of the limited liability company is Match.com I, L.L.C.

2. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808.

3. Registered Agent. The name of the registered agent of the Company at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Match.com I, L.L.C. as of the date first written above.

By: /s/ Amy J. Lanctot
Amy J. Lanctot, Authorized Person

CERTIFICATE OF MERGER

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
MATCH.COM, L.P.
WITH AND INTO
MATCH.COM I, L.L.C.

Pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, Match.com, L.P., a Delaware limited partnership, and Match.com I, L.L.C., a Delaware limited liability company, hereby execute and adopt the following Certificate of Merger ("***Certificate of Merger***") this 28th day of June, 2007 and certify as follows:

FIRST: The name and state of organization of each of the constituent entities (each a "***Constituent Entity***" and collectively the "***Constituent Entities***") of the merger are:

Name	State of Formation or Organization
Match.com, L.P.	Delaware
Match.com I, L.L.C.	Delaware

SECOND: An agreement and plan of merger (the "***Plan of Merger***"), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities.

THIRD: The surviving entity shall be Match.com I, L.L.C. (the "***Surviving Entity***"). The name of the Surviving Entity shall be "Match.com I, L.L.C."

FOURTH: The certificate of formation of Match.com I, L.L.C. shall be the certificate of formation of the Surviving Entity, without any amendment thereto.

FIFTH: The executed Plan of Merger is on file at the principal place of business of the Surviving Entity, located at 8300 Douglas Avenue, Suite 800, Dallas, Texas 75225.

SEVENTH: A copy of the Plan of Merger will be furnished by the Surviving Entity upon request and without cost, to any member or partner of any Constituent Entity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be duly executed by its authorized officer on the date set forth above.

MATCH.COM I, L.L.C.
a Delaware limited liability company

By: Elicia Acquisitions Corp.
a Delaware corporation,
its sole member

By: /s/ Kristin Marshall Dye
Name: Kristin Marshall Dye
Title: General Counsel and Secretary

MATCH.COM, L.P.,
a Delaware limited partnership

By: Ticketmaster,
a Delaware corporation,
its general partner

By: _____
Name: Joanne Smith
Title: Vice President of Tax

Signature Page —Certificate of Merger

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be duly executed by its authorized officer on the date set forth above.

MATCH.COM I, L.L.C.
a Delaware limited liability company

By: Elicia Acquisitions Corp.
a Delaware corporation,
its sole member

By: _____
Name: Kristin Marshall Dye
Title: General Counsel and Secretary

MATCH.COM, L.P.,
a Delaware limited partnership

By: Ticketmaster,
a Delaware corporation,
its general partner

By: /s/ Joanne Smith
Name: Joanne Smith
Title: Vice President of Tax

Signature Page —Certificate of Merger

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF FORMATION
OF
MATCH.COM I, L.L.C.

Pursuant to Section 18-202 of the Delaware Limited Liability Company Act, Match.com I, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), hereby certifies as follows:

1. The name of the Company is Match.com I, L.L.C.

2. Article 1 of the Certificate of Formation of the Company is amended and restated in its entirety as follows:

"1. Name. The name of the limited liability company is Match.com, L.L.C."

3. Article 2 of the Certificate of Formation of the Company is amended and restated in its entirety as follows:

"2. Registered Office. The address of the registered office of the Company in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, Kent County, Delaware 19904."

4. Article 3 of the Certificate of Formation of the Company is amended and restated in its entirety as follows:

3. Registered Agent. The name of the registered agent of the Company at such address is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 2nd day of July 2007.

MATCH.COM I, L.L.C.

By: Elicia Acquisition Corp., sole member

By: /s/ Kristen Marshall Dye
Name: Kristin Marshall Dye
Title: General Counsel and Secretary

EXHIBIT 3.31

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

OF

MATCH.COM, L.L.C.

This Limited Liability Company Agreement (this "**Agreement**") of Match.com, L.L.C. (the "**Company**") is entered into by Elicia Acquisition Corp., a Delaware corporation, as sole member (the "**Member**").

The Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time (the "**Act**"), and hereby agrees as follows:

1. **Name**. The name of the limited liability company formed hereby is

MATCH.COM, L.L.C.

2. **Purpose**. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. **Registered Agent and Office**. The Company's registered agent and office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. **Member**. The name and the mailing address of the Member is as follows:

Elicia Acquisition Corp.
8300 Douglas Ave., Suite 800
Dallas, Texas 75225

5. **Powers**. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. Kristin Marshall Dye is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member shall have the ability to execute contracts and deliver instruments binding upon the Company.

6. **Dissolution**. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the fiftieth anniversary of the date hereof, (b) the written act of the Member or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

7. **Capital Contributions**. The Member shall not be obligated to contribute capital to the Company, but may make capital contributions from time to time.

8. **Distributions**. Distributions shall be made to the Member in such amounts as shall be determined by the Member after the payment of expenses, liabilities and other obligations of the Company.

9. **Admission of Additional Members**. One (1) or more additional members of the Company may be admitted to the Company by the Member.

10. **Liability of Members**. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

11. **Indemnification of Member**. To the fullest extent permitted by applicable law, the Member and its employees, agents, affiliates and assigns shall be entitled to indemnification from the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred by this Agreement.

12. **Governing Law**. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the 25th day of June, 2007.

ELICIA ACQUISITION CORP.
a Delaware Corporation

By: _____
Name: Kristin Marshall Dye
Title: General Counsel and Secretary

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
IWON, INC.

IWON, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

I. The name of the corporation is iWon, Inc. The date of filing its original Certificate of Incorporation with the Secretary of State was March 18, 1999, under the name of CTC BULLDOG, INC.

II. This Amended and Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this corporation to read in its entirety as follows:

FIRST: The name of the corporation (hereinafter called the "Corporation") is

iWon, Inc.

SECOND: The nature of the business to be conducted or promoted and the purposes of the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

THIRD: The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of all classes of stock which the Corporation is authorized to issue is 153,529,455 shares, of which 90,733,376 shares shall be Common Stock, $.01 per value, and 62,796,079 shares shall be Preferred Stock, $.00001 par value. For the Common Stock, 81,363,272 shares shall be designated Series A Common Stock ("Series A Common Stock") and 9,370,104 shares shall be designated Series B Common Stock ("Series B Common Stock"). For the Preferred Stock, 1,200,000 shares shall be designated Series A Convertible Preferred Stock ("Series A Preferred Stock"), 28,000,000 shares shall be designated Series B Convertible Preferred Stock ("Series B Preferred Stock"), 10,110,000 shares shall be designated Series C Convertible Preferred Stock ("Series C Preferred Stock"), 6,000,000 shares shall be designated Series D Convertible Preferred Stock ("Series D Preferred Stock''), 14,094,436 shares shall be designated Series E Convertible Preferred Stock ("Series E Preferred Stock"), 3,370,104 shares shall be designated

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Series F Convertible Preferred Stock ("Series F Preferred Stock") and 21,539 shares shall be designated Series G Convertible Preferred Stock ("Series G Preferred Stock").

The following is a statement of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof in respect of each class of stock of the Corporation.

A. COMMON STOCK.

1. Dividend Rights. Dividends may be declared and paid on the Common Stock from funds legally available therefor as and when determined by the Board of Directors, subject in all cases to the rights and preferences of the holders of the Preferred Stock.

2. Liquidation Rights. Subject to the rights and preferences of the holders of the Preferred Stock, upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, the holders of Common Stock shall be entitled to receive all assets of the corporation available for distribution to its stockholders.

3. Conversion. The holders of the Series A Common Stock and Series B Common Stock shall have conversion rights as follows:

(a) Conversion of Series A Common Stock into Series B Common Stock. Subject to and upon compliance with the provisions hereof, any Regulated Stockholder (as defined herein) shall be entitled to convert, at any time and from time to time, any or all of the shares of Series A Common Stock held by such stockholder into the same number of shares of Series B Common Stock.

(b) Conversion of Series A Common Stock into Series B Common Stock.

(i) Subject to and upon compliance with the provisions hereof, each record holder of Series B Common Stock shall be entitled at any time and from time to time in such holder's sole discretion and at such holder's option, to convert any or all of the shares of such holder's Series B Common Stock into the same number of shares of Series A Common Stock; provided, however, that Series B Common Stock constituting Restricted Stock (as defined herein) with respect to a particular Regulated Stockholder may not be converted into Series A Common Stock to the extent that, immediately prior thereto, or as a result of such conversion, the number of shares of voting securities which constitute such Restricted Stock held by all holders thereof would exceed the number of shares of voting securities which such Regulated Stockholder reasonably determines it and its affiliates may own, control or have the power to vote under any law, regulation, rule or other requirement of any governmental authority at the time applicable to such Regulated Stockholder or its affiliates; and, provided further, however, that each holder of Series B Common Stock may convert such shares into Series A Common Stock if such holder reasonably believes that such converted shares will be transferred within fifteen (15) days pursuant to a Conversion Event and such holder agrees not to vote any such shares of Series A Common Stock prior to such Conversion Event and undertakes to promptly convert such shares back into Series B Common Stock if such shares are not transferred pursuant to a Conversion Event. Each Regulated Stockholder may provide for further

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restrictions upon the conversion of any shares of Common Stock which constitute Restricted Stock by providing the Corporation with signed, written instructions specifying such additional restrictions and legending such shares as to the existence of such restrictions.

(ii) Notwithstanding any provision of this Article Third, Part A, Section 3 to the contrary, each holder of Series B Common Stock shall be entitled to convert shares of Series B Common Stock in connection with any Conversion Event if such holder reasonably believes that such Conversion Event will be consummated, and a written request for conversion from any holder of Series B Common Stock to the Corporation stating such holder's reasonable belief that a Conversion Event shall occur shall be conclusive and shall obligate the Corporation to effect such conversion in a timely manner so as to enable each such holder to participate in such Conversion Event. The Corporation will not cancel the shares of Series B Common Stock so converted before the 15th day following such Conversion Event and will reserve such shares until such 15th day for reissuance in compliance with the next sentence. If any shares of Series B Common Stock are converted into shares of Series A Common Stock in connection with a Conversion Event and such shares of Series A Common Stock are not actually distributed, disposed of or sold pursuant to such Conversion Event, such shares of Series A Common Stock shall be promptly converted back into the same number of shares of Series B Common Stock.

The term "Regulated Stockholder" as used in this Certificate of Incorporation means (A) Chase Equity Associates, LLC and (B) any other person or entity (i) that is subject to the provisions of Regulation Y of the Board of Governors of the Federal Reserve System, 12 C.F.R. Part 225 (or any successor to such Regulation) ("Regulation Y"), (ii) that holds equity securities of the Corporation and (iii) has given written notice to the Corporation that such Person is a Regulated Stockholder.

The term "Restricted Stock" as used in this Certificate of Incorporation means, with respect to any Regulated Stockholder, any outstanding shares of Preferred Stock and/or Common Stock ever held of record by such Regulated Stockholder or its affiliates, excluding treasury shares; provided, however, that any such shares shall cease to be Restricted Stock with respect to such Regulated Stockholder when such shares are transferred in a transaction which is a Conversion Event or are acquired by the Corporation or any subsidiary of the Corporation; and provided, further, that the Corporation shall have no responsibility for determining whether any outstanding shares of Preferred Stock and/or Common Stock constitute Restricted Stock with respect to any particular Regulated Stockholder, but shall instead be entitled to receive, and rely exclusively upon, a written notice provided by such Regulated Stockholder designating such shares as Restricted Stock.

4. Voting Rights.

(a) Series A Common Stock. Subject to the provisions of Article THIRD, Part B, Sections 4(a) and 4(b), the holders of shares of Series A Common Stock shall be entitled to one vote for each share so held, and shall be entitled to notice of any stockholders' meeting and to vote upon such matters as provided in the by-laws of the corporation, and as may be provided by law. Holders of Series A Common Stock shall not be entitled to cumulate their votes for any purpose.

(b) Series B Common Stock. Except as set forth herein or as otherwise required by law, each outstanding share of Series B Common Stock shall not be entitled to vote on any matter on which the stockholders of the Corporation shall be entitled to vote, and shares of Series B Common Stock shall not be included in determining the number of shares voting or entitled to vote on any such matters; provided, however, that the holders of Series B Common Stock shall have the right to vote as a separate class on any merger or consolidation of the Corporation with or into another entity or entities, or any recapitalization or reorganization, in which shares of Series B Common Stock would receive or be exchanged for consideration different on a per share basis from consideration received with respect to or in exchange for the shares of Series A Common Stock or would otherwise be treated differently from shares of Series A Common Stock in connection with such transaction, except that shares of Series B Common Stock may, without such a separate class vote, receive or be exchanged for non-voting securities which are otherwise identical on a per share basis in amount and form to the voting securities received with respect to or exchanged for the Series A Common Stock so long as (1) such non-voting securities are convertible into such voting securities on the same terms as the Series B Common Stock is convertible into Series A Common Stock and (ii) all other consideration is equal on a per share basis. Notwithstanding the foregoing, holders of shares of the Series B Common Stock shall be entitled to vote as a separate class on any amendment to this Article Third, Part A, Section 4(b) and on any amendment, repeal or modification of any provision of this Amended and Restated Certificate of Incorporation that adversely affects the powers, preferences or special rights of the holders of the Series B Common Stock.

B. PREFERRED STOCK.

The Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock shall have the following rights, qualifications, preferences, powers, privileges and restrictions and limitations.

1. Dividend Rights.

(a) Series G Preferred Dividends. The holders of the Series G Preferred Stock shall be entitled to receive dividends, out of funds legally available therefor, at the rate of eight percent (8%) of the purchase price per share (adjusted to reflect any stock split, stock dividend, combination, recapitalization or reorganization) per year accruing from the date upon which such shares of Series G Preferred Stock were first issued (the "Series G Preferred Dividend"), in preference and priority to any payment of any dividend on shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock or any other stock ranking junior to the Series G Preferred Stock in dividends or liquidation rights. The Series G Preferred Dividend shall accrue from the date of original issuance of such shares, but only shall be payable (i) if, as and when determined by the Board of Directors, or (ii) upon liquidation as hereafter provided. In the event that the Corporation shall declare and pay less than the aggregate Series G Preferred Dividend at any time required to be paid on shares of Series G Preferred Stock, dividends actually paid will be paid first on Series G Preferred Stock to each holder thereof in proportion to the total dividends at the time payable to each. The Series G Preferred Dividend

shall be cumulative; i.e., such dividends shall be deemed to accrue from day to day whether or not earned, declared, or paid.

(b) Series F and Series E Preferred Dividends. After the holders of the Series G Preferred Stock have been paid, all accrued Series G Preferred Dividends, the holders of the Series F Preferred Stock and the holders of the Series E Preferred Stock shall be entitled to receive dividends, out of funds legally available therefor, at the rate of eight percent (8%) of the purchase price per share (adjusted to reflect any stock split, stock dividend, combination, recapitalization or reorganization) per year accruing from the date upon which such shares of Series F Preferred Stock or Series E Preferred Stock were first issued (the "Series F/E Preferred Dividend"), in preference and priority to any payment of any dividend on shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, or any other stock ranking junior to the Series F Preferred Stock and

the Series E Preferred Stock in dividends or liquidation rights. The Series F/E Preferred Dividend shall accrue from the date of original issuance of such shares, but only shall be payable (i) if, as and when determined by the Board of Directors, or (ii) upon liquidation as hereafter provided. In the event that the Corporation shall declare and pay less than the aggregate Series F/E Preferred Dividend at any time required to be paid on shares of Series F Preferred Stock and Series E Preferred Stock, dividends actually paid will be paid first on Series F Preferred Stock and Series E Preferred Stock to each holder thereof in proportion to the total dividends at the time payable to each. The Series F/E Preferred Dividend shall be cumulative; i.e., such dividends shall be deemed to accrue from day to day whether or not earned, declared, or paid.

(c) After the holders of Series G Preferred Stock, Series F Preferred Stock and the holders of Series E Preferred Stock have been paid all accrued Series G Preferred Dividends and Series F/E Preferred Dividends, the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock shell be entitled to receive such dividends as from time to time may be declared by the Board of Directors out of any funds of the Corporation legally available for the payment of such dividends and distributions, on a parity with dividends and distributions paid on the Common Stock, with each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock entitled to such dividend and distribution on the basis of the number of shares of Common Stock into which each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock or Series F Preferred Stock is then convertible. In the event of any conversion of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock into shares of Common Stock pursuant to subsection B.3 below, the Corporation shall pay the amount of unpaid dividends (other than the Series G Preferred Dividend and the Series F/E Preferred Dividend) and distributions as of the date of conversion, at the option of the Corporation, (A) in cash or (B) in shares of Common Stock at a price per share equal to the fair market value as determined in good faith by the Company's Board of Directors. Any accumulation of dividends or distributions on the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock (including the Series G Preferred Dividend and the Series F/E Preferred Dividend) shall not bear interest.

2. Liquidation Preference.

(a) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, the holders of the shares of Series G Preferred Stock shall be paid, before any payment shall be paid to the holders of the Common Stock or any other stock ranking on liquidation junior to the Series G Preferred Stock, an amount for each share of Series G Preferred Stock held by such holder equal to $371.42 (as adjusted for any stock dividend, stock split, recapitalization or other similar event) plus, in the case of each such share, an amount equal to dividends accrued but unpaid thereon, computed to the date payment thereof is made available (including the Series G Preferred Dividend). If upon such liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, the assets to be distributed among the holders of shares of Series G Preferred Stock shall be insufficient to permit payment to the holders of Series G Preferred Stock of the full preferential amounts to which they are entitled, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Series G Preferred Stock. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, after the holders of Series G Preferred Stock shall have been paid in full the amounts to which they shall be entitled, the remaining net assets of the Corporation shall be distributed as provided in subsections B.2(b), B.2(c), B.2(d), B.2(e) and B.2(f). For purposes hereof, the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock and the Series F Preferred Stock shall rank on liquidation junior to the Series G Preferred Stock; the Series F Preferred Stock and the Series E Preferred Stock shall rank equally on liquidation; the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall rank on liquidation junior to the Series F Preferred Stock and the Series E Preferred Stock; the Series D Preferred Stock and the Series C Preferred Stock shall rank equally on liquidation; the Common Stock, the Series A Preferred Stock and the Series B Preferred Stock shall rank on liquidation junior to the Series D Preferred Stock and Series C Preferred Stock; the Common Stock and the Series A Preferred Stock shall rank on liquidation junior to the Series B Preferred Stock and the Common Stock shall rank on liquidation junior to the Series A Preferred Stock.

(b) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, immediately after the holders of Series G Preferred have been paid in full pursuant to subsection B.2(a) above, the holders of the shares of Series F Preferred Stock and the holders of the shares of Series E Preferred Stock shall be paid, before any payment shall be paid to the holders of the Common Stock or any other stock ranking on liquidation junior to the Series F Preferred Stock and the Series E Preferred Stock, an amount for each share of Series F Preferred Stock and Series E Preferred Stock held by such holder equal to $28.38 (as adjusted for any stock dividend, stock split, recapitalization or other similar event) plus, in the case of each such share, an amount equal to dividends accrued but unpaid thereon, computed to the date payment thereof is made available (including the Series F/E Preferred Dividend). If upon such liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, the assets to be distributed among the holders of shares of Series F Preferred Stock and the holders of shares of Series E Preferred Stock shall be insufficient to permit payment to the holders of Series F Preferred Stock and the holders of the Series E Preferred Stock of the full preferential amounts to which they are entitled, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Series F

Preferred Stock and the holders of Series E Preferred Stock. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, after the holders of Series F Preferred Stock and the holders of Series E Preferred Stock shall have been paid in full the amounts to which they shall be entitled, the remaining net assets of the Corporation shall be distributed as provided in subsections B.2(c), B.2(d), B.2(e) and B.2(f). For purposes hereof, the Series F Preferred Stock and the Series E Preferred Stock shall rank equally on liquidation; the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall rank on liquidation junior to the Series F Preferred Stock and the Series E Preferred Stock; the Series D Preferred Stock and the Series C Preferred Stock shall rank equally on liquidation; the Common Stock, the Series A Preferred Stock and the Series B Preferred Stock shall rank on liquidation junior to the Series D Preferred Stock and Series C Preferred Stock; the Common Stock and the Series A Preferred Stock shall rank on liquidation junior to the Series B Preferred Stock and the Common Stock shall rank on liquidation junior to the Series A Preferred Stock.

(c) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, immediately after the holders of Series G Preferred Stock, Series F Preferred Stock and the holders of Series E Preferred Stock have been paid in full pursuant to subsection B.2(a) and B.2(b) above, the holders of the shares of Series D Preferred Stock and Series C Preferred Stock shall be paid, before any payment shall be paid to the holders of the Common Stock or any other stock ranking on liquidation junior to the Series D Preferred Stock and Series C Preferred Stock, an amount for each share of Series D Preferred Stock and Series C Preferred Stock held by such holder equal to $10.00 (as adjusted for any stock dividend, stock split, recapitalization or other similar event). If upon such liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, immediately after the holders of Series G Preferred Stock, Series F Preferred Stock and the holders of Series E Preferred Stock have been paid in full pursuant to subsection B.2(a) above, the

assets to be distributed among the holders of shares of Series D Preferred Stock and Series C Preferred Stock shall be insufficient to permit payment to the holders of Series D Preferred Stock and Series C Preferred Stock of the full preferential amounts to which they are entitled, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Series D Preferred Stock and Series C Preferred Stock. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, after the holders of Series D Preferred Stock and Series C Preferred Stock shall have been paid in full the amounts to which they shall be entitled, the remaining net assets of the Corporation shall be distributed as provided in subsections B.2(d), B.2(e) and B.2(f).

(d) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, immediately after the holders of Series G Preferred Stock, Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock and Series C Preferred Stock have been paid in full pursuant to subsections B.2(a), B.2(b) and B.2(c) above, the holders of the shares of Series B Preferred Stock shall be paid, before any payment shall be paid to the holders of any stock ranking on liquidation junior to the Series B Preferred Stock, an amount for each share of Series B Preferred Stock held by such holder equal to $10.00 (as adjusted for any stock dividend, stock split, recapitalization or other similar event). If upon such liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, immediately after the holders of Series G Preferred Stock, Series F Preferred

Stock, Series E Preferred Stock, Series D Preferred Stock and Series C Preferred Stock have been paid in full pursuant to subsections B.2(a), B.2(b) and B.2(c) above, the assets to be distributed among the holders of shares of Series B Preferred Stock shall be insufficient to permit payment to the holders of Series B Preferred Stock of the full preferential amounts to which they are entitled, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Series B Preferred Stock. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, after the holders of Series B Preferred Stock shall have been paid in full the amounts to which they shall be entitled, the remaining net assets of the Corporation shall be distributed as provided in subsections B.2(e) and B.2(f).

(e) Upon any liquidation, dissolution, or winding up of the Corporation, whether voluntarily or involuntarily, immediately after the holders of Series G Preferred Stock, Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock and the Series B Preferred Stock have been paid in full pursuant to subsections B.2(a), B.2(b), B.2(c) and B.2(d) above, the holders of the shares of Series A Preferred Stock shall be paid, before any payment shall be paid to the holders of any stock ranking on liquidation junior to the Series A Preferred Stock, an amount for each share of Series A Preferred Stock held by such holder equal to $10.00 (as adjusted for any stock dividend, stock split, recapitalization or other similar event). If upon such liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, immediately after the holders of Series G Preferred Stock, Series F Preferred Stock, Series E Preferred Stock, Series D Preferred Stock, Series C Preferred Stock and the Series B Preferred Stock have been paid in full pursuant to subsections B.2(a), B.2(b), B.2(c) and B.2(d) above, the assets to be distributed among the holders of shares of Series A Preferred Stock shall be insufficient to permit payment to the holders of Series A Preferred Stock of the full preferential amounts to which they are entitled, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Series A Preferred Stock. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, after the holders of Series A Preferred Stock shall have been paid in full the amounts to which they shall be entitled, the remaining net assets of the Corporation shall be distributed as provided in subsection B.2(f).

(f) Upon any liquidation, dissolution or winding up of the Corporation, immediately after the holders of Preferred Stock have been paid in full pursuant to subsections B.2(a), B.2(b), B.2(c), B.2(d) and B.2(e) above, the remaining net assets of the Corporation available for distribution shall be distributed among the holders of the shares of Common Stock pro rata based on the number of shares of Common Stock held by each.

(g) Written notice of such liquidation, dissolution or winding up, stating a payment date and the place where said payments shall be made, shall be given by mail, postage prepaid, or by fax to non-U.S. residents, not less than 20 days prior to the liquidation, dissolution or winding up proposed therein, to the holders of record of Preferred Stock, such notice to be addressed to each such holder at its address as shown by the records of the Corporation.

(h) The (a) consolidation or merger of the Corporation into or with any other entity or entities (except a consolidation or merger in which the holders of the

Corporation's voting stock outstanding immediately prior to the transaction constitute a majority of the holders of voting stock outstanding immediately following the transaction) or (b) the sale or transfer by the Corporation of all or substantially all its assets shall, with respect to the Series G Preferred Stock, be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of the provisions of this subsection B.2; provided, however, no liquidation, dissolution or winding up of the Corporation within the meaning of the provisions of this subsection B.2 shall be deemed to have occurred, if the holders of a majority in interest of the then outstanding shares of Series G Preferred Stock, consenting in writing or by vote at a meeting, together as a separate class, so elect. Whenever the distribution provided for in this subsection B.2 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

3. Conversion. The holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred, Series F Preferred Stock and Series G Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Subject to the provisions of subsection B.3(d), each share of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or a transfer agent for the Preferred Stock, as the case may be, into a number of fully paid and nonassessable shares of Series A Common Stock equal to 1 divided by 310,000, each share of Series D Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or a transfer agent for the Preferred Stock, as the case may be, into a number of fully paid and nonassessable shares of Series B Common Stock equal to 1 divided by 310,000, each share of Series E Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or a transfer agent for the Preferred Stock, as the case may be, into such number of fully paid and nonassessable shares of Series A Common Stock as is determined by dividing $28.38 by the conversion price applicable to such share, determined as hereafter provided (the "Series F/E Conversion Price"), in effect on the date the certificate is surrendered for conversion (the "Series F/E Conversion Ratio"'), each share of Series F Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or a transfer agent for the Preferred Stock, as the case may be, into such number of fully paid and nonassessable shares of Series B Common Stock equal to the Series F/E Conversion Ratio, and each share of Series G Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or a transfer agent for the Preferred Stock, as the case may be, into such

number of fully paid and nonassessable shares of Series A Common Stock as is determined by dividing $371.42 by the conversion price applicable to such share, determined as hereafter provided (the "Series G Conversion Price"), in effect on the date the certificate is surrendered for conversion (the "Series G Conversion Ratio"). The initial Series G Conversion Price per share for shares of Series Preferred Stock shall be $371.42, and the initial Series WE Conversion Price per share for shares of Series F Preferred Stock and Series E Preferred Stock shall be $8,797,800; provided,

however, that the Conversion Price for the Series G Preferred Stock, Series F Preferred Stock and Series E Preferred Stock shall be subject to adjustment as set forth herein.

(b) Mandatory Conversion. Subject to the provisions of subsection B.3(d), each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall automatically be converted into a share of Series A Common Stock without further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent at the closing of (i) a consolidation or merger of the Corporation with or into any other corporation or entity, (ii) a sale, conveyance or disposition of all or substantially all of the assets of the Corporation, or (iii) the Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act of 1933 (each, a "Conversion Event"). In the event of a Conversion Event, the person(s) entitled to receive the Common Stock issuable upon conversion of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall be deemed to have converted such Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock immediately prior to the Conversion Event.

At the election of the Corporation, each share of Series F Preferred Stock shall automatically be converted into a number of shares of Series Common Stock equal to the Series Fit Conversion Ratio, each share of Series E Preferred Stock shall automatically be converted into a number of shares of Series A Common Stock equal to the Series F/E Conversion Ratio, and each share of Series G Preferred Stock shall automatically be converted into a number of shares of Series A Common Stock equal to the Series G Conversion Ratio without further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent upon the consummation by the Corporation of an initial public offering of Common Stock which is underwritten by a "bulge bracket" investment banking firm and results in gross proceeds to the Corporation of at least $100,000,000 and at a public offering price of at least $56.76 per share (adjusted to reflect any stock split, stock dividend, combination, recapitalization or reorganization) (a "Series F/E/G Conversion Event"). In the event of a Series F/E/G Conversion Event, the person(s) entitled to receive the Common Stock issuable upon conversion of the Series F Preferred Stock and the Series E Preferred Stock shall be deemed to have converted such Series F Preferred Stock and Series E Preferred Stock immediately prior to the Series F/E/G Conversion Event.

(c) Conversion of Preferred Stock into Preferred Stock.

(i) Subject to and in compliance with the applicable provisions of this Article THIRD, any Regulated Stockholder shall be entitled, without the payment of any additional consideration, to convert at any time and from time to time any or all shares of Series C Preferred Stock held by such Regulated Stockholder into the same number of fully paid and nonassessable shares of Series D Preferred Stock.

(ii) Subject to and in compliance with the applicable provisions of this Article THIRD any holder of shares of Series D Preferred Stock shall be entitled, without the payment of any additional consideration, to convert at any time and from time to time any or all shares of Series D Preferred Stock held by such holder into the same

number of fully paid and nonassessable shares of Series C Preferred Stock; provided, however, that Series D Preferred Stock constituting Restricted Stock with respect to a particular Regulated Stockholder may not be converted into Series C Preferred Stock to the extent that, immediately prior thereto, or as a result of such conversion, the number of shares of voting securities which constitute such Restricted Stock held by all holders thereof would exceed the number of shares of voting securities which such Regulated Stockholder reasonably determines it and its affiliates may own, control or have the power to vote under any law, regulation, rule or other requirement of any governmental authority at the time applicable to such Regulated Stockholder or its affiliates; and, provided, further, however, that each holder of Series D Preferred Stock may convert such shares into Series C Preferred Stock if such holder reasonably believes that such converted shares will be transferred with fifteen (15) days pursuant to a Conversion Event and such holder agrees not to vote any such shares of Series C Preferred Stock prior to such Conversion Event and undertakes to promptly convert such shares back into Series D Preferred Stock if such shares are not transferred pursuant to a Conversion Event. Each Regulated Stockholder may provide further restrictions upon the conversion of any shares of Preferred Stack which constitute Restricted Stock by providing the Corporation with signed, written instructions specifying such additional restrictions and legending such shares as to the existence of such restrictions.

(iii) Notwithstanding any provision of clause (ii) of this, subsection B.3(c) to the contrary, each holder of Series D Preferred Stock shall be entitled to convert shares of Series D Preferred Stock into Series C Preferred Stock in connection with any Conversion Event if such holder reasonably believes that such Conversion Event will be consummated, and a written request for conversion from any holder of Series D Preferred Stock to the Corporation stating such holder's reasonable belief that a Conversion Event shall occur shall be conclusive and shall obligate the Corporation to effect such conversion in a timely manner so as to enable each such holder to participate in such Conversion Event. The Corporation will not cancel the shares of Series D Preferred Stock so converted before the 15th day following such Conversion Event and will reserve such shares until such 15th day for reissuance in compliance with the next sentence. If any shares of Series D Preferred Stock are converted into shares of Series C Preferred Stock in connection with a Conversion Event and such shares of Series C Preferred Stock are not actually distributed, disposed of or sold pursuant to such Conversion Event, such shares of Series C Preferred Stock shall be promptly converted back into the same number of shares of Series D Preferred Stock.

(iv) Subject to and in compliance with the applicable provisions of this Article THIRD, any Regulated Stockholder shall be entitled, without the payment of any additional consideration, to convert at any time and from time to time any or all shares of Series E Preferred Stock held by such Regulated Stockholder into the same number of fully paid and nonassessable shares of Series F Preferred Stock.

(v) Subject to and in compliance with the applicable provisions of this Article THIRD any holder of shares of Series F Preferred Stock shall be entitled, without the payment of any additional consideration, to convert at any time and from time to time any or all shares of Series F Preferred Stock held by such holder into the same number of fully paid and nonassessable shares of Series E Preferred Stock; provided, however, that Series F Preferred Stock constituting Restricted Stock with respect to a particular Regulated

Stockholder may not be converted into Series E Preferred Stock to the extent that, immediately prior thereto, or as a result of such conversion, the number of shares of voting securities which constitute such Restricted Stock held by all holders thereof would exceed the number of shares of voting securities which such Regulated Stockholder reasonably determines it and its affiliates may own, control or have the power to vote under any law, regulation, rule or other requirement of any governmental authority at the time applicable to such Regulated Stockholder or its affiliates; and provided, further, however, that each holder of Series F Preferred Stock may convert such shares into Series E Preferred Stock if such holder reasonably believes that such converted shares will be transferred with fifteen (15) days pursuant to a Series F/E Conversion Event and such holder agrees not to vote any such shares of Series E Preferred Stock prior to such Series F/E/G Conversion Event and undertakes to promptly convert such shares back into Series F Preferred Stock if such shares are not transferred pursuant to a Series F/E/G Conversion Event.

(vi) Notwithstanding any provision of clause (v) of this subsection B.3(c) to the contrary, each holder of Series F Preferred Stock shall be entitled to convert shares of Series F Preferred Stock into Series E Preferred Stock in connection with any Series F/E/G Conversion Event if such holder reasonably believes that such Series F/E/G Conversion Event will be consummated, and a written request for conversion from any holder of Series F Preferred Stock to the Corporation stating such holder's reasonable belief that a Series F/E/G Conversion Event shall occur, shall be conclusive and shall obligate the Corporation to effect such conversion in a timely manner so as to enable each such holder to participate in such Conversion Event. The Corporation will not cancel the shares of Series F Preferred Stock so converted before the 15th day following such Series F/E/G Conversion Event and will reserve such shares until such 15th day for reissuance in compliance with the next sentence. If any shares of Series F Preferred Stock are converted into shares of Series E Preferred Stock in connection with a Series F/E/G Conversion Event and such shares of Series E Preferred Stock are not actually distributed, disposed of or sold pursuant to such Series F/E/G Conversion Event, such shares of Series E Preferred Stock shall be promptly convened back into the same number of shares of Series F Preferred Stock.

(d) Notice of Conversion to Other Regulated Stockholders; Deferral. The Corporation shall not convert or directly or indirectly redeem, purchase or otherwise acquire any shares of Series G Preferred Stock, Series E Preferred Stock, Series C Preferred Stock, Series A Common Stock or any other class of capital stock of the Corporation or take any other action affecting the voting rights of such shares if such action will increase the percentage of any class of outstanding voting securities owned or controlled by any Regulated Stockholder (other than any such stockholder which requested that the Corporation take such action, or which otherwise waives in writing its rights under this subsection B.3(d)), unless the Corporation gives written notice (the "Deferral Notice") of such action to each Regulated Stockholder. The Corporation will defer making any such conversion, redemption, purchase or other acquisition, or taking any such other action for a period of twenty (20) days (the "Deferral Period") after giving the Deferral Notice in order to allow each Regulated Stockholder to determine whether it wishes to convert or take any other action with respect to the Preferred Stock and/or Common Stock it owns, controls or has the power to vote, and if any such Regulated Stockholder then elects to convert any shares of Series A Common Stock, Series C Preferred Stock, Series E Preferred Stock or Series G Preferred Stock, it shall notify the

Corporation in writing within ten (10) days of the issuance of the Deferral Notice, in which case the Corporation shall (i) promptly notify from time to time prior to the end of such 20-day period each other Regulated Stockholder holding shares of each proposed conversion, and (ii) effect the conversions requested by all Regulated Stockholders in response to the notices issued pursuant to this subsection B.3(d) at the end of the Deferral Period. Upon complying with the procedures hereinabove set forth in this subsection B.3(d), the Corporation may so convert or directly or indirectly redeem, purchase or otherwise acquire any shares of Series A Common Stock or any other class of capital stock of the Corporation or take any other action affecting the voting rights of such shares.

(e) Mechanics of Conversion; Fractional Shares; Dividends. Before any holder of (i) Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock shall be entitled to convert the same into shares of Common Stock pursuant to subsection B.3(a) hereof, (ii) Series E Preferred Stock shall be entitled to convert the same into shares of Series F Preferred Stock pursuant to subsection B3(c) hereof, (iii) Series F Preferred Stock shall be entitled to convert the same into shares of Series E Preferred Stock pursuant to subsection B.3(c) hereof, (iv) Series C Preferred Stock shall be entitled to convert the same into shares of Series D Preferred Stock pursuant to subsection B.3(c) hereof or (v) Series D Preferred Stock shall be entitled to convert the same into shares of Series C Preferred Stock pursuant to subsection B.3(c) hereof, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of a transfer agent for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series B Preferred Stock, Series F Preferred Stock or Series G Preferred Stock, as the case may be, and shall give written notice delivered in person, by overnight courier or by mail, postage prepaid, to the corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock (as applicable) are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock to which such holder shall be entitled. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of receipt by the Corporation or any such transfer agent of the stock certificates for the shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock (as applicable) issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock as of such date. Upon conversion of only a portion of the number of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock represented by a certificate surrendered for conversion, the Corporation shall issue and deliver to the holder of such certificate, a new certificate for the number of shares of Series A Preferred

Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock not converted.

No fractional shares shall be issued upon conversion of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock pursuant to subsection B.3(a), (b) or (c), When fractional shares would otherwise be issuable upon such conversion as determined on the basis of the total number of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock the

holder is at the time converting into Common Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock, (as applicable) and the number of shares to which the holder would otherwise be entitled, the Corporation shall pay such holder a cash amount equal to such fraction multiplied by the fair market value of a share of Common Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock (as applicable), as reasonably determined by the Board of Directors. On the date on which shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock are deemed to be converted pursuant to this subsection B.3(e), the Corporation shall deliver to each holder converting shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock, as determined by the Corporation pursuant to Section 8.1, either (A) cash or (B) additional shares of Common Stock (or Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock, as applicable) in an amount equal to such accrued but unpaid dividends (other than the Series G Preferred Dividend and Series E/F Preferred Dividend), as of such date, divided by the fair market value of a share of Common Stock as determined in good faith by the Company's Board of Directors.

(f) Conversion Price Adjustments of Series F Preferred Stock and Series E Preferred Stock for Certain Dilutive Issuances. The Conversion Price of the Series G Preferred Stock, Series F Preferred Stock and the Series E Preferred Stock shall be subject to adjustment from time to time as follows:

(i) Additional Issuances.

(A) If the Corporation shall issue, after the date upon which any shares of the Series G Preferred Stock, Series F Preferred Stock or Series E Preferred Stock were first issued (the "Purchase Date"), any Additional Stack (as defined below) without consideration or for a consideration per share less than the Conversion Price for such series in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock

outstanding immediately prior to such issuance plus the number of shares of such Additional Stock.

(B) No adjustment of the Conversion Price for the Series G Preferred Stock, Series F Preferred Stock or the Series E Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections (E)(3) and (E)(4), no adjustment of such Conversion Price pursuant to this subsection 3(f)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors or the relevant investment bank if a fairness opinion has been rendered in connection with such issuance irrespective of any accounting treatment.

(E) In the case of the issuance (whether before, on or after the applicable Purchase Date) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this subsection 3(f)(i) and subsection 3(f)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (to the extent then exercisable) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 3(f)(i)(C) and (f)(i)(D)), if any, received by the Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (to the extent then convertible or exchangeable) for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or

exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 3(t)(i)(C) and (f)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price of the Series G Preferred Stock, Series F Preferred Stock and the Series E Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Series G Preferred Stock, Series F Preferred Stock and the Series E Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities which remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 3(f)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 3(f)(i)(E)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 3(f)(i)(E)) by the Corporation after the Purchase Date other than

(A) Common Stock issued pursuant to a transaction described in subsection 3(g) hereof,

(B) 247,825 shares of Common Stock (adjusted to reflect any stock split, stock dividend, combination, recapitalization or reorganization) issuable or issued to employees, consultants, directors or vendors (if in transactions with primarily non-financing purposes) of the Corporation pursuant to a direct award of options or restricted stock which has been approved by the Board of Directors of the Corporation prior to the Purchase Date, and

(C) 1,510,163 shares of Common Stock (adjusted to reflect any stock split, stock dividend, combination, recapitalization or reorganization) issuable or issued to employees, consultants, directors or vendors (if in transactions with primarily non-financing purposes) of the Corporation pursuant to an award of options or restricted stock under a stock option plan or restricted stock plan adopted by the Board of Directors of the Corporation prior to the Purchase Date, provided such award has received all required consents under any agreement to which the Corporation is a party.

(g) Stock Splits, Subdivisions and Dividends. In the event the Corporation shall at any time or from time to time after March 15, 2001, fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including without payment for the additional shares of Common Stock issuable upon conversion or exercise thereof) then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock shall receive, upon the conversion thereof, the number of shares of Common Stock they would have received if they had converted their shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock into Common Stock immediately prior to the record date, if any, or if none, the occurrence of such event, and,, if necessary, appropriate adjustment shall be made to the Conversion Price applicable to such series.

(h) Combinations or Consolidations. In the event that the number of shares of Common Stock outstanding at any time after March 15, 2001 is decreased by a combination, reclassification or consolidation of the outstanding shares of Common Stock then, on the effective date of such event, the number of shares and Common Stock issuable on conversion of each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock shall be decreased in proportion to such decrease in the number of outstanding shares.

(i) Other Distributions. In the event that the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 3(g) above, then, in each such case for the purpose of this subsection B.3(i), the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

(j) Recapitalizations. If at any time or from time to time there shall be a recapitalization (including a reclassification, reorganization or exchange) of the Common Stock, provision shall be made so that the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which they would have been entitled to receive if they had converted their shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock immediately prior to such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this subsection B.3(j) with respect to the rights of the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock after the recapitalization to the end that the provisions of this subsection B.3 (including the number of shares issuable upon conversion of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock, voting rights and liquidation preferences) shall be applicable after that event as nearly equivalent as may be practicable, and, if necessary, appropriate adjustment shall be made to the Conversion Price applicable to such series,

(k) No Impairment. The Corporation will not, by amendment of this Certificate of Incorporation or through any reorganization, recapitalization, transfer of

assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this subsection B.3 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock against impairment.

(l) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock pursuant to this subsection B.3, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock a certificate setting forth such adjustment or readjustment to the number of shares of Common Stock and to the Conversion Price applicable to such series and showing in detail the facts upon which such adjustment or readjustment is based. The corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) any such adjustment and readjustment with respect to such series, and (B) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of such series; provided, that no holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock may make a request for such a certificate more than once in any twelve-month period for any single adjustment.

(m) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the corporation shall mail to each holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock at least ten (10) business days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(n) Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock such number of its shares of

Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock, in addition to such other remedies as shall be available to the holders of such Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Corporation's Certificate of Incorporation.

(o) Notices. Any notice required by the provisions of this subsection B.3 to be given to the holders of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock shall be deemed effectively given upon receipt by the party by means of personal delivery, courier service delivery, electronic mail or five (5) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

4. Voting Rights.

(a) Except as set forth herein or as otherwise required by law, each outstanding share of Series A Preferred Stock shall not be entitled to vote on any matter on which the stockholders of the Corporation shall be entitled to vote, including any vote to elect directors of the Corporation, and shares of Series A Preferred Stock shall not be included in determining the number of shares voting or entitled to vote on any such matters.

(b) Except as otherwise expressly provided herein or required by law, the holder of each share of Series C Preferred Stock, Series E Preferred Stock and Series G Preferred Stock shall have the right to one vote, arid the holder of each share of Series B Preferred Stock shall have the right to four votes, for each share of Common Stock into which such share could then be converted (with any fractional share determined on an aggregate conversion basis being rounded to the nearest whole share), and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock. The holders of the Series B Preferred Stock, Series C Preferred Stock, Series E Preferred Stock and Series G Preferred Stock shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the by-laws of the corporation, and to vote on any matter as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting together with the holders of Common Stock as one class. Notwithstanding the foregoing, the Corporation shall not, without first obtaining the written consent or affirmative vote of the

holders of a majority of the Series E Preferred Stock, given in writing or by vote at a meeting, consenting or voting, as the case may be, separately as a class, enter into any transaction, including any amendment to this Certificate of Incorporation, which would impair the relative rights of the holders of the Series E Preferred Stock as a class with respect to the holders of any other series or class of securities of the Corporation authorized on the Purchase Date.

(c) Except as set forth herein or as otherwise required by law, each outstanding share of Series D Preferred Stock shall not be entitled to vote on any matter on which the stockholders of the Corporation shall be entitled to vote, including any vote to elect directors of the Corporation, and shares of Series D Preferred Stock shall not be included in determining the number of shares voting or entitled to vote on any such matters; provided, however, that the holders of Series D Preferred Stock shall have the right to vote as a separate class on any merger or consolidation of the Corporation with or into another entity or entities, or any recapitalization or reorganization, in which shares of Series D Preferred Stock would receive or be exchanged for consideration different on a per share basis from consideration received with respect to or in exchange for the shares of Series C Preferred Stock or would otherwise be treated differently from shares of Series C Preferred Stock in connection with such transaction, except that shares of Series D Preferred Stock may, without such a separate class vote, receive or be exchanged for non-voting securities received with respect to or exchanged for the Series A Common Stock so long as (i) such non-voting securities are convertible into such voting securities on the same terms as the Series D Preferred Stock is convertible into Series A Common Stock and (ii) all other consideration is equal on a per share basis. Notwithstanding the foregoing, holders of shares of the Series D Preferred Stock shall be entitled to vote as a separate class on any amendment to this paragraph 4(c) and on any amendment, repeal or modification of any provision of this Certificate of Incorporation that adversely affects the powers, preferences or special rights of the holders of the Series D Preferred Stock.

(d) Except as set forth herein or as otherwise required by law, each outstanding share of Series F Preferred Stock shall not be entitled to vote on any matter on which the stockholders of the Corporation shall be entitled to vote, including any vote to elect directors of the Corporation, and shares of Series F Preferred Stock shall not be included in determining the number of shares voting or entitled to vote on any such matters; provided, however, that the holders of Series F Preferred Stock shall have the right to vote as a separate class on any merger or consolidation of the Corporation with or into another entity or entities, or any recapitalization or reorganization, in which shares of Series F Preferred Stock would receive or be exchanged for consideration different on a per share basis from consideration received with respect to or in exchange for the shares of Series E Preferred Stock or would otherwise be treated differently from shares of Series E Preferred Stock in connection with such transaction, except that shares of Series F Preferred Stock may, without such a separate class vote, receive or be exchanged for non-voting securities received with respect to or exchanged for the Series A Common Stock so long as (i) such non-voting securities are convertible into such voting securities on the same terms as the Series F Preferred Stock is convertible into Series A Common Stock and (ii) all other consideration is equal on a per share basis. Notwithstanding the foregoing, holders of shares of the Series F Preferred Stock shall be entitled to vote as a separate class on any amendment to this paragraph 4(d) and on any amendment, repeal or modification of any provision of this Certificate of Incorporation that adversely affects the powers, preferences or special rights of the holders of the Series F Preferred Stock.

(e) The authorized number of directors on the Board of Directors of the Corporation shall be nine (9).

FOURTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for creating, defining, limiting and regulating the powers of the Corporation, the directors and the stockholders.

A. Directors need not be stockholders of the Corporation.

B. Subject to any limitation contained in the by-laws or herein, the board of directors may make by-laws, and from time to time may alter, amend or repeal any by-laws, but any by-laws made by the board of directors may be altered, amended or repealed by the stockholders at any meeting of stockholders by the affirmative vote of the holders of a majority of the combined voting power of stock present and voting at such meeting, provided notice that an amendment is to be considered and acted upon is inserted in the notice or waiver of notice of such meeting.

C. Elections of directors need not be by ballot.

D. The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was or has agreed to be a director or officer of this Corporation or while a director or officer is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement or incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. The Corporation shall be required to indemnify any person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors or is a proceeding to enforce such person's claim to indemnification pursuant to the rights provided hereunder. Such indemnification shall not be exclusive of other indemnification rights arising under any by-law, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any repeal or modification of the foregoing provisions of this Section (D) of Article FOURTH shall not adversely affect any right or protection of a director or officer of the Corporation (or their heirs or legal representatives) existing at the time of such repeal or modification.

E. A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except that this Section (E) of Article FOURTH shall not eliminate or limit a director's liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for

any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this Section (E) of Article FOURTH to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended from time to time.

Any repeal or modification of this Section (E) of Article FOURTH shall not increase the personal liability of any director of this Corporation for any act or occurrence taking place prior to such repeal or modification, or otherwise adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

FIFTH: Except as expressly provided herein or in any agreement between such stockholder and the Corporation, no holder of stock of the Corporation shall be entitled as of right to purchase or subscribe for any part of any unissued stock of the Corporation or any additional stock to be issued by reason of any increase of the authorized capital stock of the Corporation, or any bonds, certificates of indebtedness, debentures or other securities convertible into

stock or such additional authorized issue of new stock, but rather such stock, bonds, certificates of indebtedness, debentures and other securities may be issued and disposed of pursuant to resolution of the Board of Directors to such persons, firms, corporations or associations, and upon such terms as may be deemed advisable by the Board of Directors in the exercise of their discretion.

SIXTH: Meetings of stockholders may be held without the State of Delaware, if the by-laws so provide. The books of the Corporation may be kept (subject to the provisions of the Delaware General Corporation Law) outside of the State of Delaware at such place or places as may be from time to time designated by the Board of Directors,

SEVENTH: Subject to the restrictions set forth herein, the Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation; provided, however, that no amendment that affects the ability of any Regulated Stockholder to comply with Regulation Y shall be effective without such Regulated Stockholder's consent.

III. The above Amended and Restated Certificate of Incorporation was duly adopted by unanimous written consent of the directors and by written consent of the stockholders in accordance with the applicable provisions of Sections 141, 228, 242 and 245 of the General Corporation Law of the State of Delaware and written notice of the adoption of this Amended and Restated Certificate of Incorporation has been given as provided by Section 228 of the General Corporation Law of the State of Delaware to every stockholder entitled to such notice.

IN WITNESS WHEREOF, said IWON, INC. has caused this certificate to be signed by its Secretary as of the 16th of March, 2001.

IWON, INC.

By: /s/ Mark Stein
Mark Stein, Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
IWON, INC.

IWON, Inc. (the "*Corporation*"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: That the Board of Directors of the Corporation has duly and unanimously adopted the following resolution setting forth the proposed amendment to the Certificate of Incorporation of the Corporation:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by striking Article FIRST in its entirety and replacing therefor:

FIRST: The name of the corporation is The Excite Network, Inc. (the "Corporation").

SECOND: that by written consent, dated as of November 5, 2001, the holder of all of the issued and outstanding shares of stock of the Corporation has consented to the adoption of the aforesaid resolution.

THIRD: that this amendment to the Certificate of Incorporation has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its Secretary this 19th day of Decemeber, 2001.

IWON, INC.

By: /s/ Mark Stein
Mark Stein
Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OP INCORPORATION
OF
THE EXCITE NETWORK, INC.

The Excite Network, Inc. (the "Corporation), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

1. The name of the Corporation is The Excite Network, Inc.

2. The Certificate of Incorporation of the Corporation is hereby amended by striking out Article FIRST in its entirety and replacing therefor:

FIRST: The name of the corporation is Focus Interactive, Inc. (the "Corporation").

3. The amendment of the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Executed on this 11th day of June, 2003.

/s/ Mark Stein
Mark Stein, Secretary

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
FUN WEB PRODUCTS, INC.
WITH AND INTO
FOCUS INTERACTIVE, INC.

(PURSUANT TO SECTION 253 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE)

Focus Interactive, Inc., a Delaware corporation (the "Corporation"), does hereby certify that:

FIRST: The Corporation is incorporated pursuant to the General Corporation Law of the State of Delaware (the "DGCL").

SECOND: The Corporation owns 100% of the outstanding shares of the capital stock of Fun Web Products, Inc., a Delaware corporation ("FWP").

THIRD: The Corporation, by the following resolutions of its Board of Directors, duly adopted by a unanimous written consent dated as of February 27, 2004, authorized and approved the merger of FWP with and into the Corporation on the terms and conditions set forth in such resolutions:

WHEREAS, the Corporation owns 100% of the outstanding shares of the capital stock of FWP; and

WHEREAS, it is proposed that FWP be merged with and into the Corporation, with the Corporation being the surviving corporation (in such capacity, the "Surviving Corporation") pursuant to Section 253 of the DGCL.

NOW, THEREFORE, BE IT RESOLVED, that FWP shall merge (the "Merger") with and into the Corporation, with the Corporation being the Surviving Corporation, pursuant to Section 253 of the DGCL and upon the filing of the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware (the "Effective Time"), the Surviving Corporation will assume all of FWP's liabilities and obligations;

RESOLVED FURTHER, that at the Effective Time, by virtue of the Merger and without any action on the part of the holders of any capital stock of the Corporation or FWP, each share of common stock, par value $0.01 per share, of FWP outstanding prior to the Merger shall be cancelled, retired and cease to exist, and no consideration shall be delivered with respect to such shares of common stock;

RESOLVED FURTHER, that the Amended and Restated Certificate of Incorporation and Bylaws of the Corporation in effect at the Effective Time shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation;

RESOLVED FURTHER, that the officers and directors of the Corporation at the Effective Time shall be the officers and directors of the Surviving Corporation;

RESOLVED FURTHER, that the Chairman of the Board, the President, the Treasurer, the Secretary, any Vice President, any Controller and Assistant Controller, and any Assistant Secretary of the Corporation (each, a "Proper Officer"), any one of whom may act without the joinder of any of the others, be, and hereby are, authorized, empowered, and directed for, on behalf of and in the name of the Corporation to (i) make, execute, certify, deliver and acknowledge a Certificate of Ownership and Merger setting forth these resolutions and the date of adoption thereof and to cause the same to be filed in the office of the Secretary of State of the State of Delaware and (ii) do or cause to be done any and all such other acts and things as they, or any of them, may deem necessary, appropriate or advisable to effect or implement the intent and purposes of the foregoing resolutions, and any such document so executed or act or thing done or caused to be done by such Proper Officer shall be conclusive evidence of such determination; and

RESOLVED FURTHER, that any and all actions by any Proper Officer taken prior to the date hereof in effecting any of the foregoing resolutions are hereby adopted, approved, confirmed and ratified in all respects as the acts and deeds of the Corporation.

FOURTH: The Merger shall be effective upon the filing of this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be executed this 2nd day of March, 2004.

FOCUS NTERACITVE, INC.

By: /s/ Mark J. Stein
Name: Mark J. Stein
Title: GC & Secy

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is FOCUS INTERACTIVE, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on: Feb. 17, 2005.

/s/ Brett M. Robertson
Brett M. Robertson, Secretary

CERTIFICATE OF OWNERSHIP AND MERGER

OF

MY WAY, INC.

AND

iWON HOLDINGS, INC.

WITH AND INTO

FOCUS INTERACTIVE, INC.

Pursuant to Section 253 of the General Corporation Law
of the State of Delaware

Focus Interactive, Inc., a Delaware corporation (the "Corporation"), does hereby certify:

FIRST: The Corporation is a business corporation of the State of Delaware.

SECOND: The Corporation is the owner of all of the outstanding shares of the stock of My Way, Inc. ("My Way"), which is also a business corporation of the State of Delaware. The Corporation is the owner of all of the outstanding shares of the stock of iWon Holdings, Inc. ("iWon"), which is also a business corporation of the State of Delaware.

THIRD: On March 16, 2005, the Board of Directors of the Corporation adopted the following resolutions, pursuant to Section 253 of the General Corporation Law of the State of Delaware, for the purpose of merging My Way with and into the Corporation:

RESOLVED, that My Way be merged with and into the Corporation, and that all of the estate, property, rights, privileges, powers and franchises of My Way be vested in and held and enjoyed by the Corporation, the surviving corporation, as fully and entirely and without change or diminution as the same were before held and enjoyed by My Way in its name; and be it further

RESOLVED, that the Corporation, as the surviving corporation, shall assume all of the liabilities and obligations of My Way; and be it further

RESOLVED, that the proper officers of the Corporation be, and each hereby is, individually authorized, empowered and directed, in the name and on behalf of the Corporation, to executed, acknowledge and file with the office of the Secretary of State of the State of Delaware, a certificate of ownership and merger for the purpose of effecting the merger of My Way with and into the Corporation, and to take any and all such further actions of any nature whatsoever as any such proper officer shall, in his or her sole discretion, determine to be necessary or advisable to carry out the preceding resolutions.

FOURTH: On March 16, 2005, the Board of Directors of the Corporation adopted the following resolutions, pursuant to Section 253 of the General Corporation Law of the State of Delaware, for the purpose of merging each of iWon with and into the Corporation:

RESOLVED, that iWon be merged with and into the Corporation, and that all of the estate, property, rights, privileges, powers and franchises of iWon be vested in and held and enjoyed by the Corporation, the surviving corporation, as fully and entirely and without change or diminution as the same were before held and enjoyed by iWon in its name; and be it further

RESOLVED, that the Corporation, as the surviving corporation, shall assume all of the liabilities and obligations of iWon; and be it further

RESOLVED, that the proper officers of the Corporation be, and each hereby is, individually authorized, empowered and directed, in the name and on behalf of the Corporation, to executed, acknowledge and file with the office of the Secretary of State of the State of Delaware, a certificate of ownership and merger for the purpose of effecting the merger of iWon with and into the Corporation, and to take any and all such further actions of any nature whatsoever as any such proper officer shall, in his or her sole discretion, determine to be necessary or advisable to carry out the preceding resolutions.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be executed by its duly authorized officer on this 16th day of March 2005.

FOCUS INTERACTIVE, INC.

By: /s/ Brett Roberson
Name: Brett Roberson
Title: Secretary

CERTIFICATE OF MERGER

OF

MAXONLINE, LLC

AND

FOCUS INTERACTIVE, INC.

It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:

   (i) Maxonline, LLC, which is organized under the laws of the State of Delaware; and

   (ii) Focus Interactive, Inc., which is incorporated under the laws of the State of Delaware.

2. An Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent entities in accordance with the provisions of subsection (b) of Section 18-209 of the Delaware Limited Liability Company Law and in accordance with the provisions of subsection (c) of Section 264 of the Delaware General Corporation Law, to wit, by Maxonline, LLC and by Focus Interactive, Inc.

3. The name of the surviving corporation in the merger herein certified is Focus Interactive, Inc., which will continue its existence as said surviving corporation under Focus Interactive, Inc. upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.

4. The Certificate of Incorporation of Focus Interactive, Inc., as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the Delaware General Corporation Law.

5. The executed Agreement of Merger between the aforesaid constituent business entities is on file at the principal place of business of the aforesaid surviving corporation, the address of which is as follows: 555 12th Street, Suite 500, Oakland, CA 94607.

6. A copy of the aforesaid Agreement of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of the Delaware corporation or any member of the extinguishing limited liability company.

Executed on this 7 day of August, 2006.

Focus Interactive, Inc.

By: /s/ Daniel Caul
Daniel Caul, Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF FOCUS INTERACTIVE, INC.

Focus Interactive, Inc. (hereinafter called the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that:

1. The name of the Corporation is **Focus Interactive, Inc.**

2. The Certificate of Incorporation of the Corporation is hereby amended by striking out Article I thereof and by submitting in lieu of said Article the following new Article:

"Article I: The name of the Corporation (hereinafter called the "Corporation") is IAC Consumer Applications & Portals, Inc."

3. The Amendment of the Certificate of Incorporation of the Corporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Amendment has been duly executed by a duly authorized officer this 1st day of May, 2008.

Focus Interactive, Inc.

/s/ Dominic Butera
Name: Dominic Butera
Title: CFO

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF IAC CONSUMER APPLICATIONS & PORTALS, INC.

IAC Consumer Applications & Portals, Inc. (hereinafter called the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that:

1. The name of the Corporation is **IAC Consumer Applications & Portals, Inc.**

2. The Certificate of Incorporation of the Corporation is hereby amended by striking out Article I thereof and by submitting in lieu of said Article the following new Article:

"Article I: The name of the Corporation (hereinafter called the "Corporation") is Mindspark Interactive Network, Inc."

3. The Amendment of the Certificate of Incorporation of the Corporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Amendment has been duly executed by a duly authorized officer this 21st day of November, 2008.

IAC Consumer Applications & Portals, Inc.

/s/ Adam Agensky
Name: Adam Agensky
Title: Vice President & Secretary

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of

Mindspark Interactive Network, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "THIRD" so that, as amended, said Article shall be and read as follows:

See Attached.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 25th day of November, 2009.

By: /s/ Adam Agensky
Authorized Officer

Title: SVP & General Counsel

Name: Adam Agensky
Print or Type

EXHIBIT A

AMENDED AND RESTATED

CERTIFICATION OF INCORPORATION OF

MINDSPARK INTERACTIVE NETWORK, INC.

(AS AMENDED THROUGH NOVEMBER 25, 2009)

Mindspark Interactive Network, Inc. ("Corporation") a corporation organized and existing under the General Corporation Law of the State of Delaware does hereby certify:

1. The original Certificate of Incorporation for this entity was filed with the Delaware Secretary of State March 18, 1999 under the name CTC Bulldog, Inc.

2. The following Amended and Restated Certificate of Incorporation was duly proposed by the Corporation's Board of Directors and duly adopted pursuant to the applicable provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

3. The following Amended and Restated Certificate of Incorporation was duly adopted by the holders of a majority of shares entitled to vote thereon pursuant to the applicable provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

4. Accordingly, the Corporation hereby further amends the Article titled "THIRD" within the Amended and Restated Article of Incorporation dated March 16, 2001 to read in its entirety as follows:

THIRD:

The Corporation is authorized to issue one (1) class of stock, "Common Stock." The total number of shares which the Corporation is authorized to issue is 1,000, of which all 1,000 shares shall be Common Stock $.01 par value.

A. Limitations on Common Stock: The Common Stock may be issued by the corporation from time to time for such consideration and upon such terms as may be fixed from time to time by the Board of Directors and as may be permitted by law, without action by any stockholders.

B. Dividends: The holders of Common Stock shall be entitled to dividends only if when and as the same shall be declared by the Board of Directors and as may be permitted by law.

C. Voting Rights: Each share of the Common Stock shall entitle the holder thereof to one vote, in person or by proxy, at any and all meetings of the stockholders of the corporation on all propositions before such meetings and on all elections of Directors of the corporation.

D. Liquidation, Dissolution or Winding Up: In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, alter paying or providing for the payment of all debts, as provided by law the holders of written notices of allocation shall be entitled to receive an amount to cash equal to stated amount of such written notices of allocation. The holders of any written notices of allocation shall not be entitled to receive any further distributions with respect to such interests. Thereafter, the remaining net assets of the Corporation available for distribution shall be distributed among the holders of the Common Stock pro rata based upon the number of shares held by each.

E. The minimum authorized number of Directors on me Board of Directors of the Corporation shall be two (2).

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer on this 25th day of November 2009.

Mindspark Interactive Network, Inc.

By: /s/
Adam Agensky, Senior Vice President and General Counsel

EXHIBIT 3.33

BY-LAWS

OF

MINDSPARK INTERACTIVE NETWORK, INC.

ARTICLE I: IDENTIFICATION

Section 1. Name. The name of the corporation is Mindspark Interactive Network, Inc. (the "Corporation").

Section 2. Seal. Upon the seal of the Corporation shall appear the name of the Corporation and the state and year of incorporation, and the words "Corporate Seal."

Section 3. Offices. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware. The Corporation may also have other offices at such other places, either within or without the State of Delaware, as the Board of Directors may determine or as the activities of the Corporation may require.

ARTICLE II: MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders shall be held at such place, either within or without the State of Delaware, as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. An annual meeting of the stockholders for the election of directors and the transaction of such other business as may properly come before the meeting shall be held each year on such date in the first six months of the Corporation's fiscal year as shall be designated by the President, or in the absence of such designation, on the first Tuesday of the seventh month of the fiscal year, if not a legal

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holiday, and if a legal holiday, then on the next succeeding business day, or on such other date and time as shall be designated from time to time by the Board of Directors.

Section 3. Special Meeting. Special meetings of the stockholders may be called by the Board of Directors or the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice and Waiver. Written notice of each meeting of stockholders, stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than 60 days prior to each meeting, to each stockholder of record entitled to vote at such meeting by leaving such notice with him personally or by transmitting such notice with confirmed delivery (including by telex, cable or other form of recorded communication, provided that delivery of such notice in written form is confirmed in a writing) to his residence or usual place of business, or by depositing such notice in the mails in a postage-prepaid envelope addressed to him at his post office address as it appears on the corporate records of the Corporation. Notice of any meeting of stockholders may be waived in writing by all stockholders entitled to vote at such meeting. Attendance at a meeting by any stockholder shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Stockholder List. The officer who has charge of the stock ledger of the Corporation shall, at least ten days before each meeting of stockholders, prepare a complete alphabetically addressed list of the stockholders entitled to vote at the meeting, with the number of shares held by each. Said list shall be open to the examination of any stockholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall be available for inspection at the meeting. Upon the willful neglect or

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refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting.

Section 6. Quorum and Required Vote. The holders of a majority of the stock entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders except as otherwise specifically provided by these By-Laws, by the Certificate of Incorporation or by statute. The affirmative vote, at a meeting of stockholders duly held and at which a quorum is present, of a majority of the voting power of the shares represented at such meeting which are entitled to vote on the subject matter shall be the act of the stockholders, except as is otherwise specifically provided by these By-Laws, by the Certificate of Incorporation or by statute. If less than a majority of such outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 7. Voting. Unless otherwise provided in the Certificate of Incorporation, each holder of voting stock shall be entitled to vote in person or by proxy at each meeting and he shall have one vote for each share of voting stock registered in his name. However, no proxy shall be voted three years after the date thereof, unless the proxy provides for a longer period.

Section 8. Action Without a Meeting. Any action which may be taken at a meeting of stockholders may be taken without a meeting, if a consent or consents in writing, setting forth such action, are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having

custody of the Corporation's minute book. Deliveries made to the Corporation's registered office shall be by hand or by certified mail, return receipt requested. Such consents shall bear the date of signature of each stockholder who signs the consent and such consents shall not be effective to take the action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner referred to above in this Article II, Section 8, written consents signed by a sufficient number of stockholders to take such action are delivered in the same manner. Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent shall be given to those stockholders who have not so consented.

ARTICLE III: DIRECTORS

Section 1. Number. The number of directors who will constitute the entire Board of Directors shall not be less than one (1) nor more than ten (10). The number of directorships at any time shall be that number most recently fixed by action of the Board of Directors or stockholders, or absent such action, shall be the number of directors elected at the preceding annual meeting of stockholders, or the meeting held in lieu thereof, plus the number elected since any such meeting to account for any increase in the size of the Board of Directors.

Section 2. Election. Members of the initial Board of Directors as elected at the organization meeting shall hold office until the first annual meeting of stockholders and until their successors shall have been elected and qualified. At each annual meeting of stockholders, directors shall be elected to hold office until their successors are elected and qualified or until their earlier resignation or removal.

Section 3. Regular Meetings. A regular meeting of a newly-elected Board of Directors shall be held immediately after, and at the same place as, the annual meeting of stockholders. Other regular meetings of the Board of Directors may be held without notice at such time and place as the Board of Directors may from time to time determine. A director may participate at a meeting of the Board of Directors by means of a conference telephone or similar communications equipment provided such equipment enables all directors at the meeting to hear one another.

Section 4. Other Meetings. Other meetings of the Board of Directors may be called by the President on two days' notice to each director, either personally or by telephone, telex, telegram or other form of recorded communication, or by mail. Said notice may be waived by a written waiver signed by any director who does not receive notice of such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum. At all meetings of the Board of Directors, a majority of directors shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is specifically required by the By-Laws, by the Certificate of Incorporation or by statute.

Section 6. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate one or more directors to constitute a committee. Such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise the powers of the Board of Directors in the management of the business, property and affairs of the Corporation, and shall keep records of its acts and proceedings and report the same to the Board of Directors as and when required; but no such committee shall have the power or authority to amend the Corporation's Certificate of Incorporation or By-Laws, adopt an agreement of merger or consolidation, recommend to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets or the dissolution of the Corporation, or declare a dividend or authorize the issuance of stock.

Section 7. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

Section 8. Resignation and Removal. Unless otherwise provided in any contract with the Corporation, any director may resign or be removed at any time. A director who intends to resign shall give written notice to the chief executive officer, the president, the secretary, or the Board of Directors of the Corporation. Removal of a director, with or without cause, may be effected by the affirmative vote of the holders of a majority of the stock entitled to vote.

Section 9. Vacancies. Any vacancy occurring in the Board· of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors although less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor and until his successor is duly chosen.

Section 10. Compensation. The directors may be reimbursed for any expenses incurred by them in attendance at any meeting of the Board of Directors or of any of its committees. Every director may be paid a stated salary as director and/or a fixed sum for attendance at each meeting at which he is present. No payments or reimbursements described herein shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV: OFFICERS

Section 1. Election. A President, a Secretary, and when deemed necessary by the Board of Directors, a Chairman and/or Vice Chairman of the Board of Directors, one or more Vice Presidents, a Treasurer and other officers and assistant officers shall be elected by the Board of Directors to hold office until their successors are elected and qualified or until their earlier removal or resignation. More than one office may be held by the same person.

Section 2. Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and the Executive Committee at which he is present. He shall set an agenda for meetings of the Board of Directors and the Executive Committee. Such agenda shall include, but not be limited to, such subjects as requested by any three members of the Board of Directors in writing at least twenty (20) days prior to the meeting date.

Section 3. Vice Chairman of the Board of Directors. The Vice Chairman of the Board of Directors, if elected, shall have such powers and shall perform such duties as the Chairman or the Board of Directors may from time to time assign. In the case of the Chairman of the Board of Director's absence or inability to act, the Vice Chairman of the Board of Directors shall perform the duties of the Chairman of the Board of Directors and, when so acting, shall have all the powers of, and be subject to all restrictions upon the Chairman of the Board of Directors.

Section 4. President. The powers and duties of the President, except to the extent delegated by the Board of Directors to the Chairman of the Board of Directors if one shall be elected, shall include active executive management of the operations of the Corporation, subject to the control of the Board of Directors, and responsibility for carrying out all orders and directions of the Board of Directors. The President shall also preside at meetings of stockholders and directors, discharging all duties incumbent upon a presiding officer, and shall perform such other duties as the By-Laws provide and as the Board of Directors may prescribe.

Section 5. Vice President. Vice Presidents, when elected, shall have such powers and perform such duties as the President or the Board of Directors may from time to time assign and shall perform such other duties as may be prescribed by these By-Laws. At the request of the President, or in case of his absence or inability to act, the Vice President, so appointed, shall perform the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President.

Section 6. Secretary. The Secretary shall have the duty to keep true and complete records of the proceedings of the meetings of the shareholders, the Board of Directors and any committees of directors and shall file any written consents of the shareholders, the Board of Directors and any committees of directors with these records. It shall be the duty of the Secretary to be custodian of the records and of the seal of the Corporation. The Secretary shall also attend to the giving of all notices and shall perform such other duties as the By-Laws may provide or the Board of Directors may assign.

Section 7. Assistant Secretary. If one shall be elected, the Assistant Secretary shall have such powers and perform such duties as the President, Secretary or the Board of Directors may from time to time assign and shall perform such other duties as may be prescribed by these By-Laws. At the request of the Secretary, or in case of his absence or inability to act, the Assistant Secretary shall perform the duties of the Secretary and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Secretary.

Section 8. Treasurer. If one shall be elected, the Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation. The Treasurer shall also act as legal custodian of all moneys, notes, securities and other valuables that may from time to time come into the possession of the Corporation, and shall promptly deposit all funds of the Corporation coming into his hands in the bank or other depository designated by the Board of Directors and shall keep this bank account in the name of the Corporation. Whenever requested by the Board of Directors, the Treasurer shall furnish a statement of the financial condition of the Corporation and shall perform such other duties as the By-Laws may provide and the Board of Directors may assign.

Section 9. Assistant Treasurer. If one shall be elected, the Assistant Treasurer shall have such powers and perform such duties as the President, Treasurer or Board of Directors may from time to time assign and shall perform such other duties as may be prescribed by these By-Laws. At the request of the Treasurer, or in case of his absence or inability to act, the Assistant Treasurer shall perform the duties of the Treasurer and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Treasurer.

Section 10. Other Officers. Such other officers as are appointed shall exercise such duties and have such powers as the Board of Directors may assign.

Section 11. Transfer of Authority. In case of the absence of any officer of the Corporation or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may transfer the powers or duties of that officer to any other

officer or to any director or employee of the Corporation, provided that a majority of the entire Board of Directors approves.

Section 12. Resignation and Removal. Unless otherwise provided in any contract with the Corporation, any officer may resign or be removed at any time. An officer who intends to resign shall give written notice to the President or to the Secretary. Removal of an officer, with or without cause, may be effected by the Board of Directors.

Section 13. Vacancies. A vacancy occurring in any office may be filled by the Board of Directors.

ARTICLE V: CAPITAL STOCK

Section 1. Consideration and Payment. The capital stock may be issued for such consideration, having a value not less than the par value of any such stock expressed in dollars, as shall be determined by the Board of Directors. Payment of such consideration may be made, in whole or in part, in money, other tangible or intangible property, labor or services performed. No certificate shall be issued for any share until the share is fully paid.

Section 2. Stock Certificates. Every holder of the capital stock of the Corporation shall be entitled to a certificate signed by, or in the name of, the Corporation by the Chairman or Vice Chairman, if any, or the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. Any of or all the signatures on the certificate may be a facsimile. Upon each such certificate shall appear such legend or legends as may be required by law or by any contract or agreement to which the Corporation is a party. No certificate shall be valid without such signatures or legends as are required hereby.

Section 3. Lost Certificate. Whenever a person shall request the issuance of a certificate of stock to replace a certificate alleged to have been lost by theft, destruction or otherwise, the Board of Directors shall require that such person make an affidavit to the fact of such loss before the Board of Directors

shall authorize the requested issuance. Before issuing a new certificate, the Board of Directors may also require a bond sufficient to indemnify it against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost.

Section 4. Transfer of Stock. The Corporation or its transfer agent shall register a transfer of a stock certificate, issue a new certificate and cancel the old certificate upon presentation for transfer of a stock certificate duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer if there has been compliance with any applicable tax law relating to the collection of taxes and after the Corporation or its agent has discharged any duty to inquire into any adverse claims of which the Corporation or agent has notice. Notwithstanding the foregoing, no such transfer shall be effected by the Corporation or its transfer agent if such transfer is prohibited by statute, by the Certificate of Incorporation or these By-Laws of the Corporation or by any contract or agreement to which the Corporation is a party.

ARTICLE VI: DIVIDENDS AND RESERVES

Section 1. Dividends. Subject to any limitations or conditions contained in the Certificate of Incorporation, dividends may be declared by a resolution duly adopted on behalf of the Corporation and may be paid in cash, property or in shares of the capital stock of the Corporation.

Section 2. Reserves. Before payment of any dividend, the Board of Directors may set aside out of any funds available for dividends such sum or sums as the Board of Directors, in its absolute discretion, deems proper as a reserve fund to meet contingencies or for equalizing dividends or to repair or maintain property or to serve such other purposes conducive to the interests of the Corporation.

ARTICLE VII: FISCAL YEAR

The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

ARTICLE VIII: INDEMNIFICATION

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership,

joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Subsections (a) and (b) of this Section, or in defense of any

claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under Subsections (a) and (b) of this Section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Section.

(f) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his

official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Corporation is authorized, according to the discretion of the Board of Directors, to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status

as such, whether or not the Corporation must indemnify him against such liability under the provisions of this Section.

(h) For purposes of this Section, references to "the Corporation" shall include, in addition to the Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the resulting corporation as he would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE IX: AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the stockholders at any annual or special meeting of stockholders or by the Board of Directors at any meeting of the Board of Directors, provided that notice of such amendment, repeal or adoption of new By-Laws be included in the notice of such meeting.

BY-LAWS

OF

iWon, INC.

1. LAW, CERTIFICATE OF INCORPORATION AND BY-LAWS

1.1. These by-laws are subject to the certificate of incorporation of the corporation. In these by-laws, references to law, the certificate of incorporation and by-laws mean the law, the provisions of the certificate of incorporation and the by-laws as from time to time in effect.

2. STOCKHOLDERS

2.1. Annual Meeting. The annual meeting of stockholders shall be held at 2pm on the second Tuesday in December in each year, unless that day be a legal holiday at the place where the meeting is to be held, in which case the meeting shall be held at the same hour on the next succeeding day not a legal holiday, or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect a board of directors and transact such other business as may be required by law or these by-laws or as may properly come before the meeting.

2.2. Special Meetings. A special meeting of the stockholders may be called at any time by the chairman of the board, if any, the president or the board of directors. A special meeting of the stockholders shall be called by the secretary, or in the case of the death, absence, incapacity or refusal of the secretary, by an assistant secretary or some other officer, upon application of a majority of the directors. Any such application shall state the purpose or purposes of the proposed meeting. Any such call shall state the place, date, hour, and purposes of the meeting.

2.3. Place of Meeting. All meetings of the stockholders for the election of directors or for any other purpose shall be held at such place within or without the State of Delaware as may be determined from time to time by the chairman of the board, if any, the president or the board of directors. Any adjourned session of any meeting of the stockholders shall be held at the place designated in the vote of adjournment.

2.4. Notice of Meetings. Except as otherwise provided by law, a written notice of each meeting of stockholders stating the place, day and hour thereof and, in the case of a special meeting, the purposes for which the meeting is called, shall be given not less then ten nor more than sixty days before the meeting, to each stockholder entitled to vote thereat, and to each stockholder who, by law, by the certificate of incorporation or by these by-laws, is entitled to notice, by leaving such notice with him or at his residence or usual place of business, or by depositing it in the United States mail, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such

notice shall be given by the secretary, or by an officer or person designated by the board of directors, or in the case of a special meeting by the officer calling the meeting. As to any adjourned session of any meeting of stockholders, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment was taken except that if the adjournment is for more than thirty days or if after the adjournment a new record date is set for the adjourned session, notice of any such adjourned session of the meeting shall be given in the manner heretofore described. No notice of any meeting of stockholders or any adjourned session thereof need be given to a stockholder if a written waiver of notice, executed before or after the meeting or such adjourned session by such stockholder, is filed with the records of the meeting or if the stockholder attends such meeting without objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders or any adjourned session thereof need be specified in any written waiver of notice.

2.5. Quorum of Stockholders. At any meeting of the stockholders a quorum as to any matter shall consist of a majority of the votes entitled to be cast on the matter, except where a larger quorum is required by law, by the certificate of incorporation or by these by-laws. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. If a quorum is present at an original meeting, a quorum need not be present at an adjourned session of that meeting. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of any corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.6. Action by Vote. When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office and a majority of the votes properly cast upon any question other than an election to an office shall decide the question, except when a larger vote is required by law, by the certificate of incorporation or by these by-laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

2.7. Action without Meetings. Unless otherwise provided in the certificate of incorporation, any action required or permitted to be taken by stockholders for or in connection with any corporate action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its

registered office in Delaware by hand or certified or registered mail, return receipt requested, to its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Each such written consent shall bear the date of signature of each stockholder who signs the consent. No written consent shall be effective to take the corporate action referred to therein unless written consents signed by a number of stockholders sufficient to take such action are delivered to the corporation in the manner specified in this paragraph within sixty days of the earliest dated consent so delivered.

If action is taken by consent of stockholders and in accordance with the foregoing, there shall be filed with the records of the meetings of stockholders the writing or writings comprising such consent.

If action is taken by less than unanimous consent of stockholders, prompt notice of the taking of such action without a meeting shall be given to those who have not consented in writing and a certificate signed and attested to by the secretary that such notice was given shall be filed with the records of the meetings of stockholders.

In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the General Corporation Law of the State of Delaware, if such action had been voted upon by the stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning a vote of stockholders, that written consent has been given under Section 228 of said General Corporation Law and that written notice has been given as provided in such Section 228.

2.8. Proxy Representation. Every stockholder may authorize another person or persons to act for him by proxy in all matters in which a stockholder is entitled participate, whether by waiving notice of any meeting, objecting to or voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the stockholder or by his attorney-in-fact. No proxy shall be voted or acted upon after three years from its date unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and, if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. The authorization of a proxy may but need not be limited to specified action, provided, however, that if a proxy limits its authorization to a meeting or meetings of stockholders, unless otherwise specifically provided such proxy shall entitle the holder thereof to vote at any adjourned session but shall not be valid after the final adjournment thereof.

2.9. Inspectors. The directors or the person presiding at the meeting may, and shall if required by applicable law, appoint one or more inspectors of election and any substitute inspectors to act at the meeting or any adjournment thereof. Each inspector, before entering upon the discharge of his duties, shall take and sign an

oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them.

2.10. List of Stockholders. The secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in his name. The stock ledger shall be the only evidence as to who are stockholders entitled to examine such list or to vote in person or by proxy at such meeting.

3. BOARD OF DIRECTORS

3.1. Number. The corporation shall have one or more directors, the number of directors to be determined from time to time by vote of a majority of the directors then in office. Except in connection with the election of directors at the annual meeting of stockholders, the number of directors may be decreased only to eliminate vacancies by reason of death, resignation or removal of one or more directors. No director need be a stockholder.

3.2. Tenure. Except as otherwise provided by law, by the certificate of incorporation or by these by-laws, each director shall hold office until the next annual meeting and until his successor is elected and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

3.3. Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors who shall have and may exercise all the powers of the corporation and do all such lawful acts and things as are not by law, the certificate of incorporation or these by-laws directed or required to be exercised or done by the stockholders.

3.4. Vacancies. Vacancies and any newly created directorships resulting from any increase in the number of directors may be filled by vote of the holders of the particular class or series of stock entitled to elect such director at a meeting called for the purpose, or by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, in each case elected by the particular class or series of stock entitled to elect such directors. When one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, including those who have resigned, who were elected by

the particular class or series of stock entitled to elect such resigning director or directors shall have power to fill such vacancy or vacancies, the vote or action by writing thereon to take effect when such resignation or resignations shall become effective. The directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number, subject to any requirements of law or of the certificate of incorporation or of these by-laws as to the number of directors required for a quorum or for any vote or other actions.

3.5. Committees. The board of directors may, by vote of a majority of the whole board, (a) designate, change the membership of or terminate the existence of any committee or committees, each committee to consist of one or more of the directors; (b) designate one or more directors as alternate members of any such committee who may replace any absent or disqualified member at any meeting of the committee; and (c) determine the extent to which each such committee shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, including the power to authorize the seal of the corporation to be affixed to all papers which require it and the power and authority to declare dividends or to authorize the issuance of stock; excepting, however, such powers which by law, by the certificate of incorporation or by these by-laws they are prohibited from so delegating. In the absence or disqualification of any member of such committee and his alternate, if any, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Except as the board of directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the board or such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these by-laws for the conduct of business by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors upon request.

3.6. Regular Meetings. Regular meetings of the board of directors may be held without call or notice at such places within or without the State of Delaware and at such times as the board may from time to time determine, provided that notice of the first regular meeting following any such determination shall be given to absent directors. A regular meeting of the directors may be held without call or notice immediately after and at the same place as the annual meeting of stockholders.

3.7. Special Meetings. Special meetings of the board of directors may be held at any time and at any place within or without the State of Delaware designated in the notice of the meeting, when called by the chairman of the board, if any, the president, or by one-third or more in number of the directors, reasonable notice thereof being given to each director by the secretary or by the chairman of the board, if any, the president or any one of the directors calling the meeting.

3.8. Notice. It shall be reasonable and sufficient notice to a director to send notice by mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

3.9. Quorum. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, at any meeting of the directors a majority of the directors then in office shall constitute a quorum; a quorum shall not in any case be less than one-third of the total number of directors constituting the whole board. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

3.10. Action by Vote. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, when a quorum is present at any meeting the vote of a majority of the directors present shall be the act of the board of directors.

3.11. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the board of directors or a committee thereof may be taken without a meeting if all the members of the board or of such committee, as the case may be, consent thereto in writing, and such writing or writings are filed with the records of the meetings of the board or of such committee. Such consent shall be treated for all purposes as the act of the board or of such committee, as the case may be.

3.12. Participation in Meetings by Conference Telephone. Members of the board of directors, or any committee designated by such board, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or by any other means permitted by law. Such participation shall constitute presence in person at such meeting.

3.13. Compensation. In the discretion of the board of directors, each director may be paid such fees for his services as director and be reimbursed for his reasonable expenses incurred in the performance of his duties as director as the board of directors from time to time may determine. Nothing

contained in this section shall be construed to preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefor.

3.14. Interested Directors and Officers.

(a) No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(2) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(3) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee thereof, or the stockholders.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

4. OFFICERS AND AGENTS

4.1. Enumeration; Qualification. The officers of the corporation shall be a president, a treasurer, a secretary and such other officers, if any, as the board of directors from time to time may in its discretion elect or appoint including without limitation a chairman of the board, one or more vice presidents and a controller. The corporation may also have such agents, if any, as the board of directors from time to time may in its discretion choose. Any officer may be but none need be a director or stockholder. Any two or more offices may be held by the same person. Any officer may be required by the board of directors to secure the faithful performance of his duties to the corporation by giving bond in such amount and with sureties or otherwise as the board of directors may determine.

4.2. Powers. Subject to law, to the certificate of incorporation and to the other provisions of these by-laws, each officer shall have, in addition to the duties and

powers herein set forth, such duties and powers as are commonly incident to his office and such additional duties and powers as the board of directors may from time to time designate.

4.3. Election. The officers may be elected by the board of directors at their first meeting following the annual meeting of the stockholders or at any other time. At any time or from time to time the directors may delegate to any officer their power to elect or appoint any other officer or any agents.

4.4. Tenure. Each officer shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until his respective successor is chosen and qualified unless a shorter period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the directors, or the officer by whom he was appointed or by the officer who then holds agent appointive power.

4.5. Chairman of the Board of Directors, President and Vice President. The chairman of the board, if any, shall have such duties and powers as shall be designated from time to time by the board of directors. Unless the board of directors otherwise specifies, the chairman of the board, or if there is none the chief executive officer, shall preside, or designate the person who shall preside, at all meetings of the stockholders and of the board of directors.

Unless the board of directors otherwise specifies, the president shall be the chief executive officer and shall have direct charge of all business operations of the corporation and, subject to the control of the directors, shall have general charge and supervision of the business of the corporation.

Any vice presidents shall have such duties and powers as shall be set forth in these by-laws shall be designated from time to time by the board of directors or by the president.

4.6. Treasurer and Assistant Treasurers. Unless the board of directors otherwise specifies, the treasurer shall be the chief financial officer of the corporation and shall be in charge of its funds and valuable papers, and shall have such other duties and powers as may be designated from time to time by the board of directors or by the president. If no controller is elected, the treasurer shall, unless the board of directors otherwise specifies, also have the duties and powers of the controller.

Any assistant treasurers shall have such duties and powers as shall be designated from time to time by the board of directors, the president or the treasurer.

4.7. Controller and Assistant Controllers. If a controller is elected, he shall, unless the board of directors otherwise specifies, be the chief accounting officer of the corporation and be in charge of its books of account and accounting records, and of its accounting procedures. He shall have such

other duties and powers as may

be designated from time to time by the board of directors, the president or the treasurer.

Any assistant controller shall have such duties and powers as shall be designated from time to time by the board of directors, the president, the treasurer or the controller.

4.8. Secretary and Assistant Secretaries. The secretary shall record all proceedings of the stockholders, of the board of directors and of committees of the board of directors in a book or series of books to be kept therefor and shall file therein all actions by written consent of stockholders or directors. In the absence of the secretary from any meeting, an assistant secretary, or if there be none or he is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. Unless a transfer agent has been appointed the secretary shall keep or cause to be kept the stock and transfer records of the corporation, which shall contain the names and record addresses of all stockholders and the number of shares registered in the name of each stockholder. He shall have such other duties and powers as may from time to time be designated by the board of directors or the president.

Any assistant secretaries shall have such duties and powers as shall be designated from time to time by the board of directors, the president or the secretary.

5. RESIGNATIONS AND REMOVALS

5.1. Any director or officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, the president, or the secretary or to a meeting of the board of directors. Such resignation shall be effective upon receipt unless specified to be effective at some other time, and without in either case the necessity of its being accepted unless the resignation shall so state. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, a director (including persons elected by stockholders or directors to fill vacancies in the board) may be removed from office with or without cause by the vote of the holders of a majority of the issued and outstanding shares of the particular class or series entitled to vote in the election of such directors. The board of directors may at any time remove any officer either with or without cause. The board of directors may at any time terminate or modify the authority of any agent.

6. VACANCIES

6.1. If the office of the president or the treasurer or the secretary becomes vacant, the directors may elect a successor by vote of a majority of the directors then in office. If the office of any other officer becomes vacant, any person or body empowered to elect or appoint that officer may choose a successor. Each such successor shall hold office for the unexpired term, and in the case of the president, the treasurer and the secretary until his successor is chosen and qualified or in each case until he sooner dies, resigns, is removed or becomes disqualified. Any

vacancy of a directorship shall be filled as specified in Section 3.4 of these by-laws.

7. CAPITAL STOCK

7.1. Stock Certificates. Each stockholder shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the shares held by him, in such form as shall, in conformity to law, the certificate of incorporation and the by-laws, be prescribed from time to time by the board of directors. Such certificate shall be signed by the chairman or vice chairman of the board, if any, or the president or a vice president and by the treasurer or an assistant treasurer or by the secretary or an assistant secretary. Any of or all the signatures on the certificate may be a facsimile. In case an officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the time of its issue.

7.2. Loss of Certificates. In the case of the alleged theft, loss, destruction or mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms, including receipt of a bond sufficient to indemnify the corporation against any claim on account thereof, as the board of directors may prescribe.

8. TRANSFER OF SHARES OF STOCK

8.1. Transfer on Books. Subject to the restrictions, if any, stated or noted on the stock certificate, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with necessary transfer stamps affixed, and with such proof of the authenticity of signature as the board of directors or the transfer agent of the corporation may reasonably require. Except as may be otherwise required by law, by the certificate of incorporation or by these by-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to receive notice and to vote or to give any consent with respect thereto and to be held liable for such calls and assessments, if any, as may lawfully be made thereon, regardless of any transfer, pledge or other disposition of such stock until the shares have been properly transferred on the books of the corporation.

It shall be the duty of each stockholder to notify the corporation of his post office address.

8.2. Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not

precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no such record date is fixed by the board of directors, the record date for determining the stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no such record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by the General Corporation Law of the State of Delaware, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in Delaware by hand or certified or registered mail, return receipt requested, to its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the board of directors and prior action by the board of directors is required by the General Corporation Law of the State of Delaware, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such payment, exercise or other action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

9. CORPORATE SEAL

9.1. Subject to alteration by the directors, the seal of the corporation shall consist of a flat-faced circular die with the word “Delaware” and the name of the corporation cut or engraved thereon, together with such other words, dates or images as may be approved from time to time by the directors.

10. EXECUTION OF PAPERS

10.1. Except as the board of directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the corporation shall be signed by the chairman of the board, if any, the president, a vice president or the treasurer.

11. FISCAL YEAR

11.1. The fiscal year of the corporation shall end on the 31st day of December.

12. AMENDMENTS

12.1. These by-laws may be adopted amended or repealed by vote of a majority of the directors then in office or by vote of a majority of the voting power of the stock outstanding and entitled to vote. Any by-law, whether adopted, amended or repealed by the stockholders or directors, may be amended or reinstated by the stockholders or the directors.

CERTIFICATE OF INCORPORATION

OF

MOJO ACQUISITION CORP.

I, the undersigned, for the purpose of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do hereby execute this Certificate of Incorporation and do hereby certify as follows:

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is:

Mojo Acquisition Corp.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover, County of Kent, State of Delaware 19904. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

Section 1. The Corporation shall be authorized to issue 1,000 shares of capital stock, all of which shall be shares of Common Stock, $.01 par value ("Common Stock").

Section 2. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of Common Stock shall have one vote, and the Common Stock shall vote together as a single class.

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeat the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons

whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE VIII

Section 1. Elimination of Certain Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he

or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation

Law of the State of Delaware, as the same exists or may hereafter be amended (but in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action

of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter

acquire under any statute, provision of the Certificate of Incorporation, By-law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

ARTICLE IX

The name and mailing address of the incorporator is Gregg Winiarski, c/o IAC/InterActiveCorp, 152 West 57th Street, 42nd Floor, New York, New York 10019.

IN WITNESS WHEREOF, I, the undersigned, being the incorporator hereinbefore named, do hereby further certify that the facts hereinabove stated are truly set forth and, accordingly, I have hereunto set my hand this 7th day of November, 2005.

/s/ Gregg Winiarski
Gregg Winiarski
Incorporator

BY-LAWS

OF

MOJO ACQUISITION CORP.

(as of November 7, 2005)

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE — The registered office of Mojo Acquisition Corp. (the "Corporation") shall be established and maintained at the office of National Registered Agents, Inc. at 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, State of Delaware 19904, and said National Registered Agents, Inc. shall be the registered agent of the Corporation in charge thereof.

SECTION 2. OTHER OFFICES — The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS — Annual meetings of stockholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. If the Board of Directors fails so to determine the time, date and place of meeting, the annual meeting of stockholders shall be held at the registered office of the Corporation on the first Tuesday in April. If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. SPECIAL MEETINGS — Special meetings of the stockholders for any purpose or purposes may be called by the Chairman of the Board, the President or the Secretary, or by resolution of the Board of Directors.

SECTION 3. VOTING — Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is entitled to be present.

SECTION 4. QUORUM — Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 5. NOTICE OF MEETINGS — Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 6. ACTION WITHOUT MEETING — Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action

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without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER AND TERM — The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not less than two persons. The exact number of directors shall initially be two and may thereafter be fixed from time to time by the Board of Directors. Directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 2. RESIGNATIONS — Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES — If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the stockholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 4. REMOVAL — Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 5. COMMITTEES — The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Di-rectors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 6. MEETINGS — The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Direc-tors.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the President, or by the Secretary on the written request of any director, on at least one day's notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 7. QUORUM — A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation of the Corporation or these By-Laws shall require the vote of a greater number.

SECTION 8. COMPENSATION — Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 9. ACTION WITHOUT MEETING — Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS — The officers of the Corporation shall be a Chairman of the Board, a President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. In addition, the Board of Directors may elect such Assistant Secretaries and Assistant Treasurers as they may deem proper. The Board of Directors may appoint such

other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 2. CHAIRMAN OF THE BOARD — The Chairman of the Board shall be the Chief Executive Officer of the Corporation. He or she shall preside at all meetings of the Board of Directors and shall have and perform such other duties as may be assigned to him or her by the Board of Directors. The Chairman of the Board shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal of the Corporation to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 3. PRESIDENT — The President shall be the Chief Operating Officer of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The President shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 4. VICE PRESIDENTS — Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 5. TREASURER — The Treasurer shall be the Chief Financial Officer of the Corporation. He or she shall have the custody of the Corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the Chairman of the Board, or the President, taking proper vouchers for such disbursements. He or she shall render to the Chairman of the Board, the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 6. SECRETARY — The Secretary shall give, or cause to be given, notice of all meetings of stockholders and of the Board of Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chairman of the Board or the President, or by the Board of Directors, upon whose request the meeting is called as provided in these By-Laws. He or she shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him or her by the Board of Directors, the Chairman of the Board or the President. He or she shall have the custody

of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the Chairman of the Board or the President, and attest to the same.

SECTION 7. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES — Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors.

ARTICLE V

MISCELLANEOUS

SECTION 1. CERTIFICATES OF STOCK — A certificate of stock shall be issued to each stockholder certifying the number of shares owned by such stockholder in the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 2. LOST CERTIFICATES — A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES — The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE — In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date

upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next

preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS — Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 6. SEAL — The corporate seal of the Corporation shall be in such form as shall be determined by resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise imprinted upon the subject document or paper.

SECTION 7. FISCAL YEAR — The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 8. CHECKS — All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9. NOTICE AND WAIVER OF NOTICE — Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the

Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the stockholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

Exhibit 3.36

EXHIBIT A

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

PEOPLE MEDIA, INC.

ARTICLE I
NAME OF CORPORATION

The name of the corporation (which is hereinafter referred to as the "*Corporation*") is:

People Media, Inc.

ARTICLE II
REGISTERED OFFICE

The address of the Corporation's registered office in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover, County of Kent, State of Delaware 19904. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which Corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV
AUTHORIZED CAPITAL STOCK

The Corporation shall be authorized to issue one class of stock to be designated Common Stock; the total number of shares which the Corporation shall have authority to issue is one thousand (1,000), and each such share shall have a par value of $0.01.

ARTICLE V
BOARD POWER REGARDING BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the bylaws of the Corporation.

ARTICLE VI
ELECTION OF DIRECTORS

Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

ARTICLE VII
LIABILITY

Section 1. Elimination of Certain Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "*proceeding*"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (h) hereof, the Corporation shall indemnify any such person seeking indemnification in

connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her

capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

ARTICLE VIII
CORPORATE POWER

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation. Notwithstanding the foregoing, neither any amendment, repeal or modification of Article VII

above, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article VII, shall adversely affect any right or protection of any person existing at the time of, or increase the liability of, any person with respect to any acts or omissions of such person occurring prior to such amendment, repeal or modification.

Exhibit 3.37

BYLAWS

OF

PEOPLE MEDIA, INC.,
a Delaware corporation

BYLAWS
OF
PEOPLE MEDIA, INC.,
a Delaware corporation

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of People Media, Inc. (hereinafter called the "Corporation") shall be at such place in the State of Delaware as shall be designated by the Board of Directors (the "Board").

Section 1.2 Principal Office. The principal office for the transaction of the business of the Corporation shall be at such place as may be established by the Board. The Board is granted full power and authority to change said principal office from one location to another.

Section 1.3 Other Offices. The Corporation may also have an office or offices at such other places, either within or without the State of Delaware, as the Board may from time to time designate or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Time and Place of Meetings. Meetings of stockholders shall be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.2 Annual Meetings. Annual meetings of the stockholders of the Corporation for the purpose of electing directors and for the transaction of such other proper business as may come before such meetings may be held at such time, date and place as the Board shall determine by resolution.

Section 2.3 Special Meetings. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time by the Board, or by a committee of the Board that has been duly designated by the Board and whose powers and authority, as provided in a resolution of the Board or in the Bylaws of the Corporation, include the power to call such meetings, and shall be called by the president or secretary at the request in writing of a majority of the Board, or at the request in writing of holders of ten percent (10%) of any class of stock of the Corporation issued and outstanding and entitled to vote but such special meetings may not be called by any other person or persons; provided, however, that if and to the extent that any special meeting of stockholders may be called by any other person or persons specified in any provisions of the Certificate of Incorporation or any amendment thereto, or any certificate filed under Section 151(g) of the Delaware General Corporation Law (or its successor statute as in effect from time to time hereafter), then such special meeting may also be called by the person or persons in the manner, at the times and for the purposes so specified. Business

transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.4 Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or at the place of the meeting, and the list shall also be available at the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.5 Notice of Meetings.

(a) Written notice of each meeting of stockholders, whether annual or special, stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which such meeting has been called, shall be given to each stockholder of record, whether or not entitled to vote at such meeting, not less than thirty (30) days nor more than sixty (60) days before the date of the meeting. Except as otherwise expressly required by law, notice of any adjourned meeting of the stockholders need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

(b) Any action taken by the stockholders at any such meeting that was not specified in reasonable detail in the notice for such meeting shall have no force or effect unless the taking of such action has been approved by the unanimous vote of the stockholders and unless the taking of such action with not less than thirty (30) days advance written notice has been approved by holders of a majority of the outstanding shares of the Corporation's Convertible Preferred Stock (as defined in the Certificate of Incorporation).

(c) Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Subject to Section 2.5(b), notice of any meeting of stockholders shall be deemed waived by any stockholder who shall attend such meeting in

person or by proxy, except a stockholder who shall attend such meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.6 Quorum and Adjournment. The holders of a majority of the shares of stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for holding all meetings of stockholders, except as otherwise provided by applicable law or by the Certificate of Incorporation; provided, however, that the stockholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough stockholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a

majority of the shares required to constitute a quorum. If it shall appear that such quorum is not present or represented at any meeting of stockholders, the Chairman of the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. The Chairman of the meeting may determine that a quorum is present based upon any reasonable evidence of the presence in person or by proxy of stockholders holding a majority of the outstanding votes, including without limitation, evidence from any record of stockholders who have signed a register indicating their presence at the meeting.

Section 2.7 Voting. In all matters, when a quorum is present at any meeting, the vote of the holders of a majority of the shares of capital stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of applicable law or of the Certificate of Incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question. Such vote may be viva voce or by written ballot; provided, however, that the Board may, in its discretion, require a written ballot for any vote, and further provided that all elections for directors must be by written ballot upon demand made by a stockholder at any election and before the voting begins.

Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder.

Section 2.8 Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize in writing another person or persons to act for such holder by proxy, but no proxy shall be voted or acted upon after three years from its date, unless the person executing the proxy specifies therein the period of time for which it is to continue in force.

Section 2.9 Inspectors of Election. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation or the Chairman of the meeting shall appoint one or more alternate inspectors to replace any inspector who fails to act. Each inspector, before undertaking his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall ascertain the number of shares outstanding and the voting power of each, determine the shares represented at the meeting and the validity of the proxies and ballots, count all votes and ballots, determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspector shall perform his or her duties and shall make all determinations in accordance with the Delaware General Corporation Law including, without limitation, Section 231 of the Delaware General Corporation Law.

The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies or votes, nor revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

The appointment of inspectors of election shall be in the discretion of the Board until such time as the Corporation has a class of voting stock that is (i) listed on a national securities exchange, (ii) authorized for quotation on an interdealer quotation system of a registered national securities association, or (iii) held of record by more than 2,000 stockholders, at which time appointment of inspectors shall be obligatory.

Section 2.10 Action Without Meeting. Any action of the stockholders taken without a meeting must be taken in accordance with the Certificate of Incorporation, and the writing or writings filed with the minutes of the proceedings of stockholders.

ARTICLE III
DIRECTORS

Section 3.1 Powers. The Board shall have the power to manage or direct the management of the property, business and affairs of the Corporation, and except as expressly limited by law, to exercise all of its corporate powers. The Board may establish procedures and rules, or may authorize the Chairman of any meeting of stockholders to establish procedures and rules, for the fair and orderly conduct of any meeting including, without limitation, registration of the stockholders attending the meeting, adoption of an agenda, establishing the order of business at the meeting, recessing and adjourning the meeting for the purposes of tabulating any votes and receiving the results thereof, the timing of the opening and closing of the polls, and the physical layout of the facilities for the meeting.

Section 3.2 Number, Election and Tenure. The Board shall consist of one or more members. The exact number shall be determined from time to time by resolution of the Board. Directors shall be elected at the annual meeting of stockholders, and each director shall serve until such person's successor is elected and qualified or until such person's death, retirement, resignation or removal.

Section 3.3 Vacancies and Newly Created Directorships(a) . Any newly created directorship resulting from an increase in the number of directors may be filled by a majority of the Board then in office, provided that a quorum is present, and any other vacancy on the Board may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3.4 Meetings. The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Section 3.5 Annual Meeting. The Board shall meet as soon as practicable after each annual election of directors.

Section 3.6 Regular Meetings. Regular meetings of the Board shall be held at such time and place as shall from time to time be determined by resolution of the Board. Notice of the time, place and purpose of any such meeting shall be given to the directors by the Secretary, or in case of the Secretary's absence, refusal or inability to act, by any other officer. Any such notice may be given by mail, by electronic mail, by telephone, by personal service, or by any combination thereof as to different directors. If the notice is by mail, then it shall be deposited in a United States Post Office at least thirty-three (33) days before the time of the meeting; if by electronic mail, by sending the message at least thirty (30) days before the date of the meeting; if by telephone or by personal service, communicated or delivered at least thirty (30) days before the date of the meeting. Any action taken by the Board at any such meeting that was not specified in reasonable detail in the notice for such meeting shall have no force or effect unless approved by the unanimous vote of the members of the Board.

Section 3.7 Special Meetings. Special meetings of the Board may be called at any time, and for any purpose permitted by law, by the Chairman of the Board (or, if the Board does not appoint a Chairman of the Board, the President), or by the Secretary on the written request of any two members of the Board unless the Board consists of only one director in which case the special meeting shall be called on the written request of the sole director, which meetings shall be held at the time and place designated by the person or persons calling the meeting. Notice of the time, place and purpose of any such meeting shall be given to the directors by the Secretary, or in case of the Secretary's absence, refusal or inability to act, by any other officer or by any director. Any such notice may be given by mail, by electronic mail, by telephone, by personal service, or by any combination thereof as to different directors. If the notice is by mail, then it shall be deposited in a United States Post Office at least ten (10) days before the date of the meeting; if by electronic mail, by sending the message at least seven (7) days before the date of the meeting; if by telephone or by personal service, communicated or delivered at least seven (7) days before the date of the meeting. Any action taken by the Board at any such meeting that was not specified in reasonable detail in the notice for such meeting shall have no force or effect unless approved by the unanimous vote of the members of the Board.

Section 3.8 Quorum. At all meetings of the Board, (i) seventy percent (70%) of the members of the whole Board shall be necessary and sufficient to constitute a quorum for the transaction of business, unless all of the members of the Board execute a written consent pursuant to Section 3.12 agreeing to a lower quorum requirement for taking a specific business transaction; provided that any such lower quorum requirement shall not be less than a majority of the members of the whole Board, and (ii) the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by applicable law or by the Certificate of Incorporation or by these Bylaws. Any meeting of the Board may be adjourned to meet again at a stated day and hour. Even though a quorum is not present, as required in this Section, a majority of the directors present at any meeting of the Board, either regular or special, may adjourn from time to time until a quorum be had. Notice of any adjourned meeting need not be given.

Section 3.9 Fees and Compensation. Each director and each member of a committee of the Board shall receive such fees and reimbursement of expenses incurred on behalf of the Corporation or in attending meetings as the Board may from time to time

determine. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 3.10 Meetings by Telephonic Communication. Members of the Board or any committee thereof may participate in a regular or special meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 3.11 Committees. The Board may, by resolution passed by a majority of the whole Board, designate committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Upon the absence or disqualification of a member of a committee, if the Board has not designated one or more alternates (or if such alternate(s) are then absent or disqualified), the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member or alternate. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to: (a) amending the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board as provided in Section 151(a) of the Delaware General Corporation Law fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series); (b) adopting an agreement of merger or consolidation under Section 251 or 252 of the Delaware General Corporation Law; (c) recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets; (d) recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution; or (e) amending the Bylaws of the Corporation. Unless the resolution appointing such committee or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock or to adopt a certificate of ownership and merger pursuant to Section 253 of the Delaware General Corporation Law. Each committee shall have such name as may be determined from time to time by resolution adopted by the Board. Each committee shall keep minutes of its meetings and report to the Board when required.

Section 3.12 Action Without Meetings. Unless otherwise restricted by applicable law or by the Certificate of Incorporation or by these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent

thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 3.13 Removal. Unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares of capital stock entitled to vote at an election of directors.

Section 3.14 Chairman of the Board. The Board may, at its election, appoint a Chairman of the Board who shall have authority to call and preside at all meetings of the stockholders and of the Board. The Chairman of the Board shall not have authority to act as an officer of the Corporation, sign stock certificates or otherwise act as an agent of the Corporation, except as expressly authorized by the Board.

ARTICLE IV
OFFICERS

Section 4.1 Appointment and Salaries. The officers of the Corporation shall be appointed by the Board and shall be a President, a Secretary and a Chief Financial Officer. The Board may also appoint a Chief Executive Officer and one or more Vice Presidents and the Board or the President may appoint such other officers (including Assistant Secretaries and Financial Officers) as the Board or the President may deem necessary or desirable. The officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Board shall fix the salaries of all officers appointed by it. Unless prohibited by applicable law or by the Certificate of Incorporation or by these Bylaws, one person may be elected or appointed to serve in more than one official capacity. Any vacancy occurring in any office of the Corporation shall be filled by the Board.

Section 4.2 Removal and Resignation. Any officer may be removed, either with or without cause, by the Board or, in the case of an officer not appointed by the Board, by the President. Any officer may resign at any time by giving notice to the Board, the President or Secretary. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 4.3 Chief Executive Officer. The Chief Executive officer shall have general and active management, supervision, direction, and control of the business of the corporation. He or she shall assist in the management of the corporation, and in the absence or disability of or upon the delegation by the Chairman of the Board, he or she shall preside at all meetings of shareholders and of the Board. He or she shall report from time to time to the Board all matters within his or her knowledge which the interest of the corporation may require to be brought to the attention of the Board. The Chief Executive Officer shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation and shall exercise such powers and perform such duties as generally pertain or are necessarily incidental to his or her office and shall have such other powers and perform such other duties as may be specifically assigned to him or her from time to time by the Board.

Section 4.4 President. Subject to such powers, if any, as may be given by the Board to the Chief Executive Officer, if there are such officer, the President shall have supervising authority over and may exercise general executive powers concerning all of the operations and business of the Corporation, with the authority from time to time to delegate to other officers such executive and other powers and duties as he or she may deem advisable. The President shall also perform such duties as may be specifically assigned to him or her from time to time by the Board or the Chief Executive Officer. If there be no Chief Executive Officer, or in their absence, the President shall preside at all meetings of the stockholders and of the Board, unless the Board appoints another person who need not be a stockholder, officer or director of the Corporation, to preside at a meeting of stockholders.

Section 4.5 Vice President. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President, if any, (or if there be more than one Vice President, the Vice Presidents in the order of their rank or, if of equal rank, then in the order designated by the Board or the President or, in the absence of any designation, then in the order of their appointment) shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The rank of Vice Presidents in descending order shall be Executive Vice President, Senior Vice President and Vice President. The Vice President shall perform such other duties and have such other powers as the Board may from time to time prescribe.

Section 4.6 Secretary and Assistant Secretary. The Secretary shall attend all meetings of the Board (unless the Board shall otherwise determine) and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board in a book to be kept for that purpose and shall perform like duties for the committees when required. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board. The Secretary shall have custody of the corporate seal of the Corporation and shall (as well as any Assistant Secretary) have authority to affix the same to any instrument requiring it and to attest it. The Secretary shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

Section 4.7 Chief Financial Officer. The Chief Financial Officer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board. The Chief Financial Officer may disburse the funds of the Corporation as may be ordered by the Board or the President, taking proper vouchers for such disbursements, and shall render to the Board at its regular meetings, or when the Board so requires, an account of transactions and of the financial condition of the Corporation. The Chief Financial Officer shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

If required by the Board, the Chief Financial Officer and Assistant Chief Financial Officer, if any, shall give the Corporation a bond (which shall be renewed at such times as specified by the Board) in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of such person's office and for the restoration to the Corporation, in case of such person's death, resignation, retirement or removal from office,

ARTICLE V
REPRESENTATION OF SHARES OF OTHER CORPORATIONS

Any and all shares of any other corporation or corporations standing in the name of the Corporation shall be voted, and all rights incident thereto shall be represented and exercised on behalf of the Corporation, as follows: (i) as the Board may determine from time to time, or (ii) in the absence of such determination, by the Chairman of the Board, or (iii) if the Chairman of the Board shall not vote or otherwise act with respect to the shares, by the President. The foregoing authority may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

ARTICLE VIII
TRANSFERS OF STOCK

Upon surrender of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

ARTICLE IX
LOST, STOLEN OR DESTROYED CERTIFICATES

The Board may direct a new certificate or certificates be issued in place of any certificate theretofore issued alleged to have been lost, stolen or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issuance of a new certificate, the Board may, in its discretion and as a condition precedent to the issuance, require the owner of such certificate or certificates, or such person's legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the lost, stolen or destroyed certificate.

ARTICLE X
RECORD DATE

The Board may fix in advance a date, which shall not be more than sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, nor more than sixty (60) days prior to any other action, as a record date for the determination of stockholders entitled to notice of or to vote at any such meeting and any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise the rights in respect of any change, conversion or exchange of stock, and in such case such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

ARTICLE XI
REGISTERED STOCKHOLDERS

The Corporation shall be entitled to treat the holder of record of any share or shares of stock of the Corporation as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by applicable law.

ARTICLE XII
FISCAL YEAR

The fiscal year of the Corporation shall be fixed by resolution of the Board.

ARTICLE XIII
AMENDMENTS

Subject to any contrary or limiting provisions contained in the Certificate of Incorporation, these Bylaws may be amended or repealed, or new Bylaws may be adopted (a) by the affirmative vote of the holders of at least a majority of the Common Stock of the Corporation (determined on an as-converted basis, assuming the conversion of all shares of preferred stock into Common Stock), or (b) by the affirmative vote of the majority of the Board at any regular or special meeting. Any Bylaws adopted or amended by the stockholders may be amended or repealed by the Board or the stockholders.

ARTICLE XIV
DIVIDENDS

Section 14.1 Declaration. Dividends on the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting, pursuant to law, and may be paid in cash, in property or in shares of capital stock.

Section 14.2 Set Aside Funds. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall determine to be in the best interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE XV
INDEMNIFICATION AND INSURANCE

Section 15.1 Right to Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer

of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action or inaction in an official capacity or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the laws of Delaware, as the same exist or may hereafter be amended, against all costs, charges, expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized

by the Board; provided, further, that the Corporation shall have no obligation to indemnify any such indemnitee for acts or omissions or alleged acts or omissions that the indemnitee knew or should have known were illegal or acts of fraud.

Section 15.2 Right to Advancement of Expenses. The right to indemnification conferred in Section 15.1 of this Article may include the right to be paid by the Corporation the expenses (including reasonable attorneys' fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 15.3 Right of Indemnitee to Bring Suit. If a claim under Section 15.1 or 15.2 of this Article is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. It shall be a defense to any such action (other than an action brought to enforce a claim for advancement of expenses where the required undertaking has been tendered to the Corporation) that the indemnitee has failed to meet a standard of conduct which makes it permissible under Delaware law for the Corporation to indemnify the indemnitee for the amount claimed. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the

commencement of such action that indemnification of the indemnitee is permissible in the circumstances because he or she has met such standard of conduct, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such standard of conduct, shall be a defense to the action or create a presumption that the claimant has failed to meet such standard of conduct.

Section 15.4 Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Section 15.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Delaware law.

Section 15.6 Expenses as a Witness. To the extent that any director, officer, employee or agent of the Corporation is by reason of such position, or a position with another entity at the request of the Corporation, a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

Section 15.7 Indemnity Agreements. The Corporation may enter into agreements with any director, officer, employee or agent of the Corporation providing for indemnification to the fullest extent permitted by Delaware law.

Section 15.8 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent permitted by Delaware law.

Section 15.9 Nature of Rights. The rights conferred upon indemnitees in this Article shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

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CERTIFICATE OF SECRETARY
OF
PEOPLE MEDIA, INC.,
a Delaware corporation

I hereby certify that I am the duly elected and acting Secretary of People Media, Inc., a Delaware corporation, and that the foregoing Bylaws, comprising thirteen (13) pages, constitute the Bylaws of said corporation as duly adopted by the Board of Directors on May 17, 2007.

/s/ William Byers
William Byers, Secretary

EXHIBIT 3.38

ARTICLES OF ORGANIZATION

OF

LDS DAZZLE, L.L.C.

The undersigned, for the purposes of forming a Limited Liability Company under the Arizona Limited Liability Act (the "Act"), hereby makes, acknowledges and files the following Articles of Organization"

ARTICLE I.

Name and Registered Office

The name of the Limited Liability Company is LDS Dazzle, L.L.C. Its registered office is located at 1201 South Alma School Road, Suite 8000, Mesa, Arizona 85210.

ARTICLE II.

Registered Agent

The name and address of the Limited Liability Company's registered agent in the State of Arizona is W.A.S. Inc., 1707 East Highland, Suite 190, Phoenix, Arizona 85016.

ARTICLE III.

Duration

The Limited Liability Company shall have perpetual existence.

ARTICLE IV.

Management

Management of the Limited Liability Company is reserved to the Members.

ARTICLE V.

Names and Addresses of the Members

The names and addresses of the Members of the Limited Liability Company are as follows:

NAME	ADDRESS
Harry Tahiliani, Trustee of the Future Trust U/T/A dated August 8, 2000	1201 South Alma School Rd., #8000 Mesa, Arizona 85210
Mark and Angela M. Tahiliani, Trustees of the Kapaw Trust U/T/A dated August 8, 2000	1201 South Alma School Rd., #8000 Mesa, Arizona 85210

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name on the 31st day of January, 2001.

/s/ Jeff Schneidman
JEFF SCHNEIDMAN

The undersigned domestic corporation, having been designated to act as a Statutory Agent, hereby consents to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

W.A.S., INC., an Arizona corporation

By: /s/ John Schneider
John Schneider, Secretary

When filed return to:

Steven Elowitz
Radcliff Technologies
1201 South Alma School Road
Suite 9500
Mesa, Arizona 85210

AMENDMENT TO ARTICLES OF ORGANIZATION OF LDS DAZZLE, L.L.C.

1. I, the undersigned, being a managing member of LDS Dazzle, L.L.C., hereby amend the Articles of Organization of LDS Dazzle L.L.C., pursuant to the Arizona Limited Liability Company Act A.R.S. 29-601 *et seq.* As follows:

2. The initial Articles of Organization of the Company were filed on February 1, 2001 under the name LDS Dazzle, L.L.C.

3. **NAME:** By this Amendment the name of this limited liability company is hereby changed from: **LDS Dazzle, L.L.C.** to:

Zencon Technologies, L.L.C.

The remaining provisions of the original Articles of Organization shall remain in full force and effect.

Dated this 19th day of April, 2001.

Manager:
Harry Tahiliani/Trustee of the Future Trust U/T/A dated August 8, 2000

/s/ Harry Tahiliani
Harry Tahiliani

SECOND ARTICLES OF AMENDMENT TO

THE ARTICLES OF ORGANIZATION OF

ZENCON TECHNOLOGIES, L.L.C.

Pursuant to the provisions of Section 29-633, Arizona Revised Statutes, the undersigned limited liability company adopts the following Second Articles of Amendment to its Articles of Organization:

I.

The name of the limited liability company is:

ZENCON TECHNOLOGIES, L.L.C.

II.

The initial Articles of Organization of the limited liability company were filed on February 1, 2001 and an Amendment was filed thereto on April 20, 2001.

III.

Article V of the Articles of Organization is hereby amended to read as follows:

"ARTICLE V.

Name and address of the Sole Member

The name and address of the Sole Member of the Limited Liability Company is as follows:

NAME	ADDRESS
Harry Tahiliani, Trustee of the Future Trust U/T/A dated August 8, 2000	1201 South Alma School Rd., #8000 Mesa, Arizona 85210"

IN WITNESS WHEREOF, the foregoing amendment is executed as of the 1st day of April, 2001.

ZENCON TECHNOLOGIES, L.L.C., an Arizona limited liability company

By: FUTURE TRUST U/T/A dated August 8, 2000
Its: Member

By: /s/ Harry Tahiliani

LIMITED LIABILITY COMPANY
STATEMENT OF CHANGE
OF
KNOWN PLACE OF BUSINESS OR STATUTORY AGENT

FILING FEE $5.00 (pursuant to A.R.S. §29-851)

NOTE: It is critical that the Corporation Commission receive information about the existing (old) official address and/or agent data as well as the new address or agent data. Please check with our Records Section, (602) 542-3026 or our web site, www.cc.state.az.us/corp to obtain the correct information.

1. The exact name of the Limited Liability Company (LLC) on file with the Arizona Corporation Commission (ACC) is: ZENCON TECHNOLOGIES, L.L.C.

2. The ACC File number is: L-097751-6

3. The registered address currently (old) on file with the ACC is:
1707 E HIGHLAND #190
PHOENIX, AZ 85016

4. The name and address of the current statutory agent on file with the ACC is:
WAS INC
1707 E HIGHLAND #190
PHOENIX, AZ 85016

(A)x The registered address in ARIZONA is to be changed. The street address of the new (now, or in the near future) registered address is:
1850 North Central Avenue, Suite 1160
Phoenix AZ 85004

(B)o Foreign Limited Liability Companies only:
The address of the office required to be maintained in the state or country in which the LLC was organized is to be changed. The new foreign address is:

6. (A)x The statutory agent in ARIZONA is to be changed.
The name and address of the new statutory agent in ARIZONA is:
National Registered Agents, Inc.
1850 North Central Avenue, Suite 1160
Phoenix AZ 85004

Corporation Name: ZENCON TECHNOLOGIES, L.L.C. File Number: L-097751-6

(B)x The address of the statutory agent in ARIZONA is to be changed.
The new address of the statutory agent is:
1850 North Central Avenue, Suite 1160
Phoenix AZ 85004

and the statutory agent has given the LLC written notice of this change.

ARS§ 29-605 requires that changes to limited liability companies be executed by a member/manager of the LLC, whose file is to be changed.

DATED this 26 day of August, 2003

ZENCON TECHNOLOGIES, L.L.C.
[Name of LLC]

By /s/ Harry Tahiliani

HARRY TAHILIANI Manager
[Print Name] [Title]

[Signatory Agent]*
*(Statutory Agent must sign only if changing address.

If the agent has a P.O. Box, then they must also provide a physical location/address where service of process on the corporation can occur. Also, personal mail boxes (PMB) are unacceptable for a physical address, but fine for a mailing address.

Acceptance of Appointment
By Statutory Agent**

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 29 day of August, 2003

Signature: /s/ Scott Boyer
Printed Name: Scott Boyer, Assistant Secretary
National Registered Agents, Inc.
**(required only if a new statutory agent is being appointed)

AMENDMENT TO ARTICLES OF ORGANIZATION OF ZENCON TECHNOLOGIES, LLC

1. I, the undersigned, being the managing member of Zencon Technologies, L.L.C., hereby amend the Articles of Organization of Zencon Technologies, L.L.C., pursuant to the Arizona Limited Liability Company Act A.R.S. 29-61 et seq. As follows:
2. The initial Articles of Incorporation of the company were filed on February 1, 2001 and an Amendment was filed on April 20, 2001.
3. **Article V. Management**: By this Amendment the business address of the sole member of this limited liability company is hereby changed from:

Harry Tahiliani
Trustee of the Future Trust U/TA
Dated August 8, 2000
1201 South Alma School Road, #8000
Mesa, AZ 85210

To:

Harry Tahiliani
Trustee of the future Trust U/TA
Dated August 8, 2000
23 South Arizona Place
Suite 520
Chandler, AZ 85225

In Witness Whereof, the foregoing amendment is executed as of this 13th day of November, 2003.

ZENCON TECHNOLOGIES
An Arizona Limited Liability Company

By: FUTURE TRUST U/T/A dated August 8, 2000
Its: Member

By: _____
Harry Tahiliani, Trustee

AMENDMENT OF ARTICLES OF ORGANIZATION

ZENCON TECHNOLOGIES, L.L.C.
A LIMITED LIABILITY COMPANY

1. **Name:** The name of the limited liability company ("Company") is ZENCON TECHNOLOGIES, L.L.C.

2. **Date of Filing:** The Initial Articles of Organization were filed on February 1, 2001.

3. **Amendment:** The initial Articles of Organization are being amended to reflect a change in Members, resulting in a change in percent of ownership for one or more Members. The following Members own a twenty percent (20%) or greater interest in the capital or profile of the Company:

FAIRBANKS INVESTMENTS, LP
25 S. Arizona Place, Ste. 520
Chandler, Arizona 85225

The initial Articles are further amended to reflect a change in the manager. Management of the limited liability Company is vested in a manager. The name and address of the manager is:

FAIRBANKS MANAGEMENT, LLC
25 S. Arizona Place, Ste. 520

Chandler, Arizona 85225

The initial Articles of are further amended to reflect a change in the Statutory Agent. The name and address of the Statutory Agent is:

RICHARD E. DURFEE, JR.
1423 S. Higley Road, Ste. 127
Mesa, Arizona 85208

EXECUTED this 10 day of May 1004

FUTURE TRUST, dated May 1, 2004,
Member

HARRY TAHILIANI, Trustee

STATEMENT OF CHANGE OF KNOWN
PLACE OF BUSINESS AND OF
STATUTORY AGENT

OF

ZENCON TECHNOLOGIES, L.L.C.
(an Arizona limited liability company)

To the Arizona Corporation Commission
State of Arizona

Pursuant to the provisions of the Arizona Limited Liability Company Act, the limited liability company hereinafter named delivers the following statements:

1. The name of the limited liability company is ZENCON TECHNOLOGIES, L.L.C.

2. The ACC file number is: L-097751-6.

3. The present address of the known place of business of the limited liability company in the State of Arizona is as follows: 1850 N. Central Avenue, Suite 1160, Phoenix, AZ 85004.

4. The registered agent of the limited liability company hereby changes the address of is known place of business in the State of Arizona to 638 North Fifth Avenue, Phoenix, AZ 85003.

5. The name and address of the present statutory agent of the limited liability company in the State of Arizona are as follows; National Registered Agents, Inc., 1850 N. Central Avenue, Suite 1160, Phoenix, AZ 85004.

6. The registered agent of the limited liability company hereby changes the aforesaid address of the known place of business of the corporation in the State of Arizona and statutory address as follows:

A. The new address of the known place of business of the limited liability company in the State of Arizona is as follows: 638 North Fifth Avenue, Phoenix, AZ 85003

B. The name and new address of the limited liability company's statutory agent in the State of Arizona are as follows:

Name	**Address**
National Registered Agents, Inc.	638 North Fifth Avenue Phoenix, AZ 85003 County of Maricopa

7. The limited liability company has been given written notice of the change.

Dated: June 28, 2005

National Registered Agents, Inc.

By: _____
Dennis e. Howarth, President

ARTICLES OF AMENDMENT OF
ARTICLES OF ORGANIZATION
OF
ZENCON TECHNOLOGIES, L.L.C.

FIRST: The name of the limited liability company is ZENCON TECHNOLOGIES, L.L.C.

SECOND: Attached hereto as Exhibit A is the text of the amendment.

DATED as of this 22 of May, 2007.

ZENCON TECHNOLOGIES, L.L.C.

By: Zencon Holdings Corporation
Its: Manager

By: /s/ Sharon Matthews
Name: Sharon Matthews
Title: Chief Executive Officer

EXHIBIT A

Article II is amended in its entirety to read as follows:

"The name and street address of the limited liability company's statutory agent in Arizona is CT Corporation System 2394 East Camelback Road, Phoenix, AZ 85016.

Article IV is amended in its entirety to read as follows:

"Management of the limited liability company is vested in a manager or managers. The name and address of each person who is manager of the limited liability company is Zencon Holdings Corporation, a Delaware corporation, 25 South Arizona Place, #520, Chandler, AZ 85225."

Article V is amended in its entirety to read as follows:

"The name and address of each person who is a member of the limited liability company and owns a 20% or greater interest in the capital or profits of the limited liability company is: Zencon Holdings Corporation, a Delaware corporation, 25 South Arizona Place, #320, Chandler, AZ 85225."

Acceptance of Appointment
By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agent of Zencon Technologies, L.L.C., effective this 24th day of May, 2007.

CT Corporation System

Signature: /s/ Mark Holloway

Name: Mark Holloway, Asst. Secretary

ARTICLES OF AMENDMENT OF
ARTICLES OF ORGANIZATION
OF
ZENCON TECHNOLOGIES, L.L.C.

FIRST: The name of the limited liability company is ZENCON TECHNOLOGIES, L.L.C.

SECOND: Attached hereto as Exhibit A is the text of the amendment.

DATED as of this 22nd of May, 2007.

ZENCON TECHNOLOGIES, L.L.C.

By: Fairbanks Management, LLC
Its: Manager

By: /s/ Sharon Matthews
Harry Tahiliani, Trustee of Harry T. Trust, u/t/a dated November 16

2005, as amended
Title: Member

EXHIBIT A

Article IV is amended in its entirety to read as follows:

"Management of the limited liability company is vested in a manager or managers. The name and address of each person who is manager of the limited liability company is Fairbanks Management, LLC, an Arizona limited liability company, 25 South Arizona Place, #520, Chandler, AZ 85225."

Article V is amended in its entirety to read as follows:

"The name and address of each person who is member of the limited liability company and their percentage interest in the capital or profits of the limited liability company is:

Member	Address	Percent
Fairbanks Investments, LP, an Arizona limited partnership	25 South Arizona Place, #520 Chandler, AZ 85225	85%
Spencer Piller and Pamela Leigh Piller, Co-Trustees of Piller Family Trust, u/d/a dated 1/15/05, as amended:	25 South Arizona Place, #520 Chandler, AZ 85225	15%

Articles of Merger
of
ZMS, LLC
a Delaware Limited Liability Company
with and into
Zencon Technologies L.L.C.,
an Arizona Limited Liability Company

1. The names of the business entities that are parties to the merger are as follows: The name of the surviving business entity is Zencon Technologies, L.L.C., an Arizona limited liability company (the "**Surviving Business Entity**"). The name of the merging business entity is ZMS, LLC, a Delaware limited liability company (the "**Merging Business Entity**"). The Surviving Business Entity and the Merging Business Entity shall be referred to herein as the "**Constituent Business Entities**."

2. The plan of merger is on file at 25 South Arizona Place, #520, Chandler, Arizona 85225, the principal place of business of the Surviving Business Entity. A copy of the plan of merger will be furnished by the Surviving Business Entity upon request, without cost, to any person who holds an interest in a Constituent Business Entity.

3. Each Constituent Business Entity approved the plan of merger in the manner provided by law.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 22 day of May, 2007.

ZENCON TECHNOLOGIES, L.L.C., an Arizona limited liability company
By: Fairbanks Management, LLC
Its: Manager

By: /s/ Harry Tahiliani
Harry Tahiliani, Trustee of Harry T. Trust, u/t/a dated November 16, 2005, as amended

Title: Member

ZMS, LLC, a Delaware limited liability company
By: Zencon Holdings Corporation
Its: Sole Member

By: /s/ Sharon Matthews
Name: Sharon Matthews
Title: Chief Executive Officer

ARTICLES OF AMENDMENT OF
ARTICLES OF ORGANIZATION
OF
ZENCON TECHNOLOGIES, L.L.C.

FIRST: The name of the limited liability company is ZENCON TECHNOLOGIES, L.L.C.

SECOND: Attached hereto as Exhibit A is the text of the amendment.

DATED as of this 25th day of October, 2007.

ZENCON TECHNOLOGIES, L.L.C.

By: Zencon Holdings Corporation
Its: Manager

By: /s/ Joan Meyers
Name: Joan Meyers
Title: Chief Executive Officer

EXHIBIT A

Article I is amended in its entirety to read as follows:

"The name of the limited liability company is People Media, LLC."

EXHIBIT 3.39

SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
PEOPLE MEDIA, L.L.C.

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "**Agreement**") is made and entered into as of this ___ day of April, 2013 by People Media, Inc., a Delaware corporation, as the sole "**Member**" People Media, L.L.C., formerly known as of Zencon Technologies, L.L.C., an Arizona limited liability company (the "**Company**"). This Agreement amends and restates that certain Amended and Restated Operating Agreement of the Company, dated May 24, 2007.

WHEREAS, on May 24, 2007 hereof, ZMS, LLC, a Delaware limited liability company wholly owned by the Member, merged with and into the Company pursuant to the Articles of Merger filed with the Arizona Corporation Commission; and

WHEREAS, pursuant to the Contribution and Merger Agreement, dated May 23, 2007, among, amongst others, the Member, the Company, and the former members of the Company (the "**Merger Agreement**"), each membership unit of ZMS, LLC was converted into a membership unit of the Company and the former members of the Company received cash and shares of stock of Member in exchange for their membership interests in the Company.

WHEREAS, on or about October 15, 2007 by amendment to the Articles of the Company, the name of the Company was changed to People Media, L.L.C.

WHEREAS, on December 17, 2012 certain amendments were made to the Company's Articles; and

WHEREAS, the name of the Company's sole member was changed to People Media, Inc., a Delaware corporation; and

WHEREAS, the Company desires to Amend and Restate its Operating Agreement to reflect the changes.

NOW, THEREFORE, the Member desires to amend and restate the Company's Operating Agreement pursuant to the laws of the State of Arizona. Accordingly, in consideration of the covenants contained herein, the Company and Member agrees as follows:

1. Organization of the Company.

1.1 **Formation**. The Company was formed on February 1, 2001, by filing Articles of Organization with the Arizona Corporation Commission (the "**ACC**"), pursuant to Section 29-634 of the Arizona Limited Liability Company Act, Chapter 4 of Title 29, Arizona Revised Statutes, as amended from time to time (the "**Act**"). The rights and liabilities of the Member will be as provided in the Act, except as expressly provided in this Agreement. If there is any inconsistency between any provision of this Agreement and any provision of the Act, this Agreement will govern to the extent such provision of the Act can be modified.

1.2 **Effective Date**. In connection with the merger of the Company, Articles of Merger that comply with the requirements of the Act were properly filed with the ACC on May 23, 2007. This Agreement shall be effective as of the date such Articles of Merger were filed (the "**Effective Date**").

1.3 **Name**. The name of the Company is People Media, L.L.C.

1.4 **Statutory Agent**. The name and address of the statutory agent for service of process for the Company in the state of Arizona is National Registered Agents, 2390 East Camelback Road, Phoenix, AZ 85016, or such other person or entity as the Member shall appoint from time to time.

1.5 **Principal Office**. The address of the Company's known place of business in the state of Arizona is 25 South Arizona Place, #520, Chandler, Arizona 85225. The Member shall be authorized to change the location of the known place of business of the Company;; provided, however, that such change is authorized under the Act.

1.6 **Purpose**. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

1.7 **Intention for Limited Liability Company**. The Member has formed the Company as a limited liability company under and pursuant to the Act. The Member specifically intend that the Company will, for purposes of the Internal Revenue Code of 1986, as amended, be disregarded as an entity separate from the Member for federal income tax purposes.

1.8 **Term**. The term of the Company began on February 1, 2001 (the date on which the certificate of formation was filed with the ACC) and will continue until the Company is terminated pursuant to **Article 5**.

2. Management of the Company

2.1 **Exclusivity**. The business and affairs of the Company will be managed by or under the direction of, and the right and power to act for or to bind the Company will be vested exclusively in, one or more managers (each, a "**Manager**"). The Company shall initially have one (1) Manager, but the Member may increase such number or later decrease the number of Managers in accordance with this Agreement, provided that in no instance shall there be less than one (1) Manager. The initial Manager shall be the Member. A Manager need not be a resident of the State of Arizona. A Manager shall hold office until the earlier of its resignation or removal in accordance with the provisions of this Agreement or the Act. Except as otherwise expressly provided in this Agreement, the Manager will have the exclusive power and authority to take such action for and on behalf of the Company as the Manager from time to time deems necessary or appropriate to carry on the Company's business and to carry out the purposes for which the Company was organized.

2.2 **Delegation by Manager**. The Manager can delegate any part of the right and power to manage the business and affairs of the Company, and to act for or to bind the Company, to persons, including employees or agents of the Company, who may be designated as officers (the "**Officers**") of the Company, and assign titles (including, without limitation, Chairman, President, Financial Vice-President, Treasurer, and Secretary) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Arizona Corporations Act, the assignment of such title will constitute the delegation to such person of the authorities

and duties that are normally associated with that office. Any delegation pursuant to this **Section 2.2** may be revoked at any time by the Manager. An Officer may be removed with or without cause by the Manager. The initial Officers of the Company shall be:

Sharon Matthews	Chief Executive Officer and President
William Byers	Chief Financial Officer and Secretary

2.3 **Specific Authority**. Without limiting the general authority of the Manager under **Section 2.1**, and subject to the Manager's authority to delegate such rights and powers under **Section 2.2**, the Manager shall have the exclusive authority, on behalf of the Company, to:

(a) perform all functions required or permitted to be performed by it under this Agreement;

(b) enter into, execute, file, record, publish, amend, supplement, acknowledge and deliver any and all contracts, agreements or other instruments;

(c) incur and pay expenses;

(d) enter into and perform contracts;

(e) open, maintain, and close bank, brokerage custodian, or other accounts and draw checks or other orders for the payment of money;

(f) invest, liquidate and reinvest Company funds;

(g) file applications, communicate, and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Company, including executing, delivering and filing any certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed with the ACC and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business; and

(h) bring and defend actions in law or at equity and compromise, submit to arbitration, or settle claims in favor of or against the Company.

3. Capitalization

3.1 **Initial Capitalization**. The Member owns 100% of the membership interests in the Company. The Member has made a contribution to the capital of the Company by delivering to the Company in cash, and no other property, the sum of $10.

3.2 **Additional Contributions**. The Member is not required to make any additional capital contribution to the Company. However, the Member may at any time make additional capital contributions to the Company.

4. Profits, Losses and Distributions

4.1 **Profits and Losses**. The Member will treat all profits and losses of the Company as its own profits and losses for Federal income tax purposes.

4.2 **Distributions**. Distributions will be made to the Member at the times and in the aggregate amounts determined by the Manager in its discretion. Notwithstanding any provision to the contrary contained in this Agreement, the Company will not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 29-706 of the Act or other applicable law.

5. Dissolution, Liquidation and Termination

5.1 **Dissolution**. The Company will continue until the first to occur of any of the following events:

(a) the entry of a decree of judicial dissolution of the Company pursuant to Section 29-785 of the Act; or

(b) the election by the Member to dissolve the Company.

5.2 **Liquidation**. Upon dissolution of the Company, the Manager will wind up the affairs of the Company and proceed within a reasonable period of time to sell or otherwise liquidate the assets of the Company. Subject to the Act, after all liabilities of the Company have been satisfied or duly provided for, the remaining assets of the Company will be distributed to the Member.

5.3 **Termination**. When all the remaining property and assets have been applied and distributed in accordance with **Section 5.2**, the Manager (or such other person or entity designated by the Manager) shall cause Articles of Termination to be executed and filed with the ACC in accordance with the Act, and will take all other actions necessary to terminate the Company.

6. Credit Related Provisions

6.1 **Interests certificated**. Ownership of membership interests in the Company (collectively, "Interests") shall be evidenced by certificates. Any certificate issued to the Member need not bear a seal of the Company but shall be signed by the Manager certifying the Interest represented by such certificate. The books reflecting the issuance of any certificates shall be kept by the Manager. The certificates shall be consecutively numbered and shall be entered in the books of the Company as they are issued and shall exhibit the holder's

name and the percentage ownership represented by the Interest. The Manager may determine the conditions upon which a new certificate may be issued in place of a certificate which is alleged to have been lost, stolen or destroyed and may, in its discretion, require the owner of such certificate or its legal representative to give bond, with sufficient surety, to indemnify the Company and any transfer agent and registrar against any and all loss or claims which may arise by reason of the issuance of a new certificate in the place of the one lost, stolen, or destroyed.

6.2 **Uniform Commercial Code**. For all purposes under this Agreement, the Credit Agreement dated as of May 24, 2007 by and among the Company, American Capital Financial Services, Inc., a Delaware corporation (the "**First Lien Agent**"), as agent, the Lenders (as defined therein) party thereto, and Zencon Holdings Corporation, a Delaware corporation ("**Holdings**") (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Pledge and Security Agreement, dated as of May 24, 2007, by Company and Holdings in favor of the First Lien Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**First Lien Pledge Agreement**"), the Note Purchase Agreement dated as of May 24, 2007 by and among Holdings, the Company, American Capital Financial Services, Inc., a Delaware corporation (the "**Second Lien Agent**" and together with the First Lien Agent, the "**Agents**"), as agent, the Purchasers (as defined therein) party thereto (as amended, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"), and the Pledge and Security Agreement, dated as of May 24, 2007, by the Company and Holdings in favor of the Second Lien Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Pledge Agreement**" and together with the First Lien Pledge Agreement the "**Pledge Agreements**"), from time to time all Interests and the certificates representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

6.3 **Pledged Units and Membership Interests**. The Member and the Company hereby acknowledge and agree (i) to the pledge and encumbrance of the Interests, together with the physical delivery of the certificates representing the same, to the Agents or the other Lenders or Purchasers, consistent with and pursuant to the Pledge Agreements, (ii) that any Agent and/or any such Lender or Purchaser shall be entitled to become a Member and other otherwise effect the transfer of such Interests of the Member to itself, a Lender, a Purchaser or any other Person consistent with the Credit Agreement, the Purchase Agreement and Pledge Agreements and to thereafter exercise all rights and other entitlements of membership pertaining thereto, in all cases without being required to make any contribution to the capital of the Company, (iii) that any such transferees shall be deemed a Member without further action upon the effectiveness of such transfers, (iv) that all transfers pursuant to and in accordance with the Pledge Agreements shall be permitted under this Agreement, and (v) that all transfers of any Interests shall be subject to and restricted by the Pledge Agreements. Any pledge agreement required by any Agent and executed by the Member shall in all respects be deemed among the Pledge Agreements for all purposes under this Agreement.

7. Miscellaneous

7.1 **Amendment**. Amendments to this Agreement may be made only by an instrument in writing signed by the Member and the Company.

7.2 **Limited Liability**. Except as otherwise provided by the Act, none of the Member, any Manager or any Officer of the Company will be personally liable for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being the Member, Manager or an Officer of the Company.

7.3 **Parties in Interest**. This Agreement, including **Article 3**, is entered into for the sole and exclusive benefit of the Member and the Company. No other person will have any rights under this Agreement, and the Member will have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

7.4 **Governing Law**. This Agreement and all amendments hereto will be governed by the internal laws (and not the laws pertaining to choice or conflict of laws) of the State of Arizona.

7.5 **Severability**. If any provision or part of this Agreement, or the application of such provision or part to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision or part to other persons or circumstances, will not be affected.

Remainder of Page Left Blank
Signature Page Follows

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

MEMBER

People Media, Inc. a Delaware corporation, Its sole Member and Manager

By: _____

Name: _____

Title: _____

EXHIBIT A

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SHOEBUY.COM, INC.

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is:

SHOEBUY.COM, INC.

ARTICLE II

The registered office of the Corporation in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover 19904, County of Kent, State of Delaware. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

The Corporation is authorized to issue three classes of stock to be designated "Class A Common Stock," "Class B Common Stock" (the Class A Common Stock and Class B Common Stock are sometimes referred to collectively hereinafter as the "Common Stock") and "Preferred Stock," all of which shall have a par value of $0.01 per share. The total number of shares that the Corporation is authorized to issue is: One Hundred Ten Thousand (110,000) shares, of which Fifty Thousand (50,000) shall be shares of Class A Common Stock, Fifty Thousand (50,000) shall be shares of Class B Common Stock and Ten Thousand (10,000) shall be shares of Preferred Stock.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. Preferred Stock.

The shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is hereby vested with authority to fix by resolution or resolutions prior to the issuance thereof, the designations and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation, the dividend rate, conversion or exchange rights, redemption price and liquidation preference, of any series of shares of Preferred Stock, and to fix the number of shares constituting any such series, and to increase or decrease the number of shares of any such series (but not below the number of sharer thereof than outstanding). In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution or resolutions originally fixing the number of shares of such series.

B. Common Stock.

1. General. Except as otherwise provided in Section B of this Article IV and as otherwise required by applicable law, all shares of Class A Common Stock and Class B Common Stock shall be identical in all respects and shall entitle the holders thereof to the same rights, preferences and privileges, subject to the same qualifications, limitations and restrictions, as set forth herein.

2. Voting. Except as otherwise provided herein or required by applicable law, (a) each holder of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held as of the applicable record date on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation, and (b) each holder of Class B Common Stock shall not be entitled to vote on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation. Holders of Common Stock shall not be entitled to cumulate their votes for the election of directors or any other matter submitted to a vote of the stockholders of the Corporation.

3. Dividends. As and when dividends are declared or paid with respect to shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of Class A Common Stock and the holders of Class B Common Stock shall be entitled to receive such dividends pro rata among all holders of Common Stock at the same rate per share of each class of Common Stock; provided, that (a) if dividends are declared or paid in shares of Common Stock, the dividends payable to holders of Class A Common Stock shall be payable in shares of Class A Common Stock and the dividends payable to holders of Class B Common Stock shall be payable in shares of Class B Common Stock and (b) if the dividends consist of other voting securities of the Corporation, the Corporation shall make available to each holder of Class B Common Stock dividends consisting of non-voting securities (except as otherwise required by law) of the Corporation which are otherwise identical to the voting securities to which the holders of Class A Common Stock are entitled pursuant to the dividend and which are convertible into such voting securities on the same terms as the Class B Common Stock is convertible into the Class A Common Stock.

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4. Liquidation. The holders of Class A Common Stock and the holders of the Class B Common Stock shall be entitled to participate pro rata at the same rate per share of each class of Common Stock all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

5. Conversion.

(a) In connection with the occurrence of a Conversion Event, each outstanding share of Class B Common Stock shall be converted into a share of Class A Common Stock. For the purposes of Section B.5 of this Article IV, (i) "Conversion Event" shall mean (y) the occurrence of an initial Public Offering, or (z) the vote by the holders of a majority of the outstanding shares of Class A Common Stock to convert all of the shares of Class B Common Stock into shares of Class A Common Stock, and (ii) "Public Offering" shall mean the sale of shares of the Corporation's Common Stock in an underwritten public offering registered under the Securities Act of 1933, as amended from time to time (other than a public offering relating solely to a transaction under Rule 145 promulgated pursuant to the Securities Act (or any successor thereto) or to an employee benefit plan of the Corporation).

(b) The conversion of Class B Common Stock into Class A Common Stock shall be deemed to have been effected as of the close of business on the date of the Conversion Event and at such time the rights of the holder of the converted Class B Common Stock shall cease and each holder shall be deemed to have become the holder of record of the shares of Class A Common Stock represented thereby.

(c) Promptly after the surrender of certificates and the receipt of written instructions from a surrendering holder, the Corporation shall issue and deliver in accordance with the surrendering holder's instructions the certificate or certificates for the Class A Common Stock issuable upon such conversion.

(d) The issuance of certificates for Class B Common Stock upon conversion of Class A Common Stock shall be made without charge to the holders of such shares for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of Class A Common Stock.

(e) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of issuance upon the conversion of the Class B Common Stock, such number of shares of Class A Common Stock issuable upon the conversion of all outstanding Class B Common Stock.

(f) The Corporation shall not close its books against the transfer of shares of Common Stock in any manner which would interfere with the timely conversion of any shares of Class B Common Stock. The Corporation shall assist and cooperate with any holder of Class B Common Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion

of Class B Common Stock hereunder (including, without limitation, making any filings required to be made by the Corporation).

6. Stock Splits. If the Corporation in any manner subdivides or combines or takes any similar action with respect to the outstanding shares of one class of Common Stock, the outstanding shares of the other class of Common Stock shall be proportionately subdivided or combined in a similar manner or a similar action will be taken with respect to such other class.

ARTICLE V

The Corporation hereby renounces, to the fullest extent permitted by Section 122(17) of the General Corporation Law of the State of Delaware, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any business opportunities that are presented to one or more of its directors or stockholders.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the By-Laws of the Corporation. The stockholders may adopt additional By-Laws and may alter or repeal any By-Law whether adopted by them or otherwise.

ARTICLE VII

The election of directors need not be conducted by written ballot except and to the extent required by the By-Laws of the Corporation.

ARTICLE VIII

A. Elimination of Certain Liability of Directors.

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists on the date hereof or may hereafter be amended. If the General Corporation Law of the State of Delaware is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the General Corporation Law of the State of Delaware, as so amended.

B. Indemnification and Insurance.

1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer

of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors, administrators and personal and legal representatives; *provided*, *however*, that, except as provided in Section B.2 of this Article VIII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; *provided*, *however*, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

2. Right of Claimant to Bring Suit. If a claim under Section B.1 of this Article VIII is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the

Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

3. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Laws, agreement, vote of stockholders or disinterested directors or otherwise.

4. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

5. Repeal and Modification. Any repeal or modification of this Section shall not adversely affect any right or protection of a director, officer, employee or agent of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

ARTICLE IX

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Amended and Restated Certificate of Incorporation in the manner now or hereafter prescribed by law and all the provisions of this Amended and Restated Certificate of Incorporation and all rights and powers conferred in this Amended and Restated Certificate of Incorporation on stockholders, directors and officers are subject to this reserved power.

BY-LAWS

OF

SIIOEBUY.COM, INC.

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE — The registered office of Shoebuy.com, Inc. (the "Corporation") shall be established and maintained at the office of National Registered Agents, Inc. in the City of Dover, County of Kent, State of Delaware, and said National Registered Agents, Inc. shall be the registered agent of the Corporation in charge thereof.

SECTION 2. OTHER OFFICES — The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS — Annual meetings of stockholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. If the Board of Directors fails so to determine the time, date and place of meeting, the annual meeting of stockholders shall be held at the registered office of the Corporation on the first Tuesday in April. If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. SPECIAL MEETINGS — Special meetings of the stockholders for any purpose or purposes may be called by the President or the Secretary, or by resolution of the Board of Directors.

SECTION 3. VOTING — Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is entitled to be present.

SECTION 4. QUORUM — Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 5. NOTICE OF MEETINGS — Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 6. ACTION WITHOUT MEETING — Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER AND TERM — The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not fewer than two persons. The exact number of directors shall initially be two and may thereafter be fixed from time to time by resolution of the Board of Directors. Directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 2. RESIGNATIONS — Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES — If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the stockholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 4. REMOVAL — Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 5. COMMITTEES — The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 6. MEETINGS — The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by the President or by the Secretary on the written request of any director, on at least one day’s notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 7. QUORUM — A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation of the Corporation or these By-Laws shall require the vote of a greater number.

SECTION 8. COMPENSATION — Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 9. ACTION WITHOUT MEETING — Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS — The officers of the Corporation shall be a President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. In addition, the Board of Directors may elect such Assistant Secretaries and Assistant Treasurers as they may deem proper. The Board of Directors may appoint such other officers and agents as it may deem

advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 2. PRESIDENT — The President shall be the Chief Executive Officer of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The President shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 3. VICE PRESIDENTS — Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 4. TREASURER — The Treasurer shall be the Chief Financial Officer of the Corporation. He or she shall have the custody of the Corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the President, taking proper vouchers for such disbursements. He or she shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 5. SECRETARY — The Secretary shall give, or cause to be given, notice of all meetings of stockholders and of the Board of Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the President, or by the Board of Directors, upon whose request the meeting is called as provided in these By-Laws. He or she shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him or her by the Board of Directors, the President. He or she shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the President, and attest to the same.

SECTION 6. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES — Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors.

ARTICLE V

MISCELLANEOUS

SECTION 1. CERTIFICATES OF STOCK — A certificate of stock shall be issued to each stockholder certifying the number of shares owned by such stockholder in the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 2. LOST CERTIFICATES — A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES — The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE — In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with

applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS — Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in their discretion deem proper for working Capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 6. SEAL — The corporate seal of the Corporation shall be in such form as shall be determined by resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise imprinted upon the subject document or paper.

SECTION 7. FISCAL YEAR — The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 8. CHECKS — All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9. NOTICE AND WAIVER OF NOTICE — Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the stockholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

Exhibit 3.42

SIXTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

TUTOR.COM, INC.

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is: **Tutor.com, Inc.**

ARTICLE II

The address of the Corporation's roistered office in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover, County of Kent, State of Delaware 19904. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

Section 1. The Corporation shall be authorized to issue 1,000 shares of capital stock, all of which shall be shares of Common Stock, $.01 par value ("Common Stock").

Section 2. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of Common Stock shall have one vote, and the Common Stock shall vote together as a single class.

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE VIII

Section 1. Elimination of Certain Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of

the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such

amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

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EXHIBIT 3.43

BY-LAWS

OF

TUTOR.COM, INC.

(as of December 14, 2012)

ARTICLE I

OFFICES

SECTION 1. REGISTERED OFFICE — The registered office of Tutor.com, Inc. (the "Corporation") shall be established and maintained at the office of National Registered Agents, Inc. at 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, State of Delaware 19904, and said National Registered Agents, Inc. shall be the registered agent of the Corporation in charge thereof.

SECTION 2. OTHER OFFICES — The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS — Annual meetings of stockholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. If the Board of Directors fails so to determine the time, date and place of meeting, the annual meeting of stockholders shall be held at the registered office of the Corporation on the first Tuesday in April. If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. SPECIAL MEETINGS — Special meetings of the stockholders for any purpose or purposes may be called by the Chairman of the Board, the President or the Secretary, or by resolution of the Board of Directors.

SECTION 3. VOTING — Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is entitled to be present.

SECTION 4. QUORUM — Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In ease a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 5. NOTICE OF MEETINGS — Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 6. ACTION WITHOUT MEETING — Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action

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without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER AND TERM — The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not fewer than two persons. The exact number of directors shall initially be two and may thereafter be fixed from time to time by the Board of Directors. Directors shall be elected at the annual meeting of stockholders or by written consent of stockholder(s) and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 2. RESIGNATIONS — Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES — If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the stockholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 4. REMOVAL — Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose, and the vacancy thus created may be filled, at such meeting. by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 5. COMMITTEES — The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more commit-tees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Di-rectors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 6. MEETINGS — The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the President, or by the Secretary on the written request of any director, on at least one day's notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 7. QUORUM — A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation of the Corporation or these By-Laws shall require the vote of a greater number.

SECTION 8. COMPENSATION — Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 9. ACTION WITHOUT MEETING — Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS — The officers of the Corporation shall be a Chairman of the Board, a President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. In addition, the Board of Directors may elect such Assistant

Secretaries and Assistant Treasurers as they may deem proper. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 2. CHAIRMAN OF THE BOARD — The Chairman of the Board, if any, shall be the Chief Executive Officer of the Corporation, if any, or the Board of Directors may elect from its members a Chairman of the Board and a Vice Chairman of the Board. He or she shall preside at all meetings of the Board of Directors and shall have and perform such other duties as may be assigned to him or her by the Board of Directors. The Chairman of the Board shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal of the Corporation to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer. In the absence of the Chairman of the Board, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. He or she shall have and may exercise such powers as are, from time to time, assigned to him or her by the Board of Directors and as may be provided by law.

SECTION 3. PRESIDENT — The President shall be the Chief Operating Officer of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The President shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer. In the absence of the Chairman and Vice Chairman of the Board he or she shall preside at all meetings of the stockholders and the Board of Directors.

SECTION 4. VICE PRESIDENTS — Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 5. TREASURER — The Treasurer shall be the Chief Financial Officer of the Corporation. He or she shall have the custody of the Corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the Chairman of the Board, or the President, taking proper vouchers for such disbursements. He or she shall render to the Chairman of the Board, the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 6. SECRETARY — The Secretary shall give, or cause to be given, notice of all meetings of stockholders and of the Board of Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chairman of the Board or the President, or by the Board of Directors, upon whose request the meeting is called as provided in these By-Laws. He or she shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him or her by the Board of Directors, the Chairman of the Board or the President. He or she shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the Chairman of the Board or the President, and attest to the same.

SECTION 7. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES — Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors.

ARTICLE V

MISCELLANEOUS

SECTION 1. CERTIFICATES OF STOCK — A certificate of stock shall be issued to each stockholder certifying the number of shares owned by such stockholder in the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 2. LOST CERTIFICATES — A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES — The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE — In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing

without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent

to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS — Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 6. The corporate seal of the Corporation shall be in such form as shall be determined by resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise imprinted upon the subject document or paper.

SECTION 7. FISCAL YEAR — The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 8. CHECKS — All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be

signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9. NOTICE AND WAIVER OF NOTICE — Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the stockholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

Exhibit 4.3

SUPPLEMENTAL INDENTURE

This SUPPLEMENTAL INDENTURE, dated as of April 11, 2013 (this "Supplemental Indenture"), is entered into by and among IAC/InterActiveCorp (the "Issuer"), the guarantors identified herein as parties, and Computershare Trust Company, N.A., as Trustee (the "Trustee").

WITNESSETH:

WHEREAS the Issuer and the existing Guarantors have heretofore executed and delivered to the Trustee an Indenture, dated as of December 21, 2012 (as amended, supplemented or otherwise modified in accordance with its terms, the "Indenture"), providing for the issuance on December 21, 2012 of 4.75% Senior Notes due 2022, in aggregate principal amount of $500,000,000 (the "Notes");

WHEREAS Section 4.11 of the Indenture provides, in relevant part, that if any Restricted Subsidiary guarantees the Credit Agreement, then the Issuer shall cause such Restricted Subsidiary to execute and deliver to the Trustee a supplemental indenture in form and substance satisfactory to the Trustee pursuant to which such Restricted Subsidiary shall unconditionally guarantee all of the Issuer's obligations under the Notes and the Indenture;

WHEREAS Section 8.01 of the Indenture provides that without the consent of any Holder of Notes, the Issuer, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Note Guarantees to allow any Guarantor to execute a supplemental indenture and/or Note Guarantee with respect to the Notes;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Issuer and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Indenture.

2. Agreement to Guarantee. The New Guarantor hereby agrees, jointly and severally with all existing Guarantors, to unconditionally guarantee the Issuer's obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in Article Ten of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes and to perform all of the obligations and agreements of a Guarantor under the Indenture.

3. Notices. All notices or other communications to the New Guarantor shall be given as provided in Section 11.02 of the Indenture.

4. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

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5. Governing Law. **THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

6. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture or as to the recitals contained herein.

7. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

8. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, as of the day and year first written above.

IAC/INTERACTIVECORP

By: /s/ Joanne Hawkins
Name: Joanne Hawkins
Title: Sr. VP, Deputy General Counsel and Assistant Secretary

THE NEW GUARANTOR:

TUTOR.COM, INC.

By: /s/ Joanne Hawkins
Name: Joanne Hawkins
Title: Vice President and Assistant Secretary

[Signature Page to Tutor Supplemental Indenture]

COMPUTERSHARE TRUST COMPANY, N.A.,
As Trustee

By: /s/ John M. Wahl
Name: John M. Wahl
Title: Corporate Trust Officer

[Signature Page to Tutor Supplemental Indenture]

Exhibit 5.1

Wachtell, Lipton, Rosen & Katz

51 WEST 52ND STREET
NEW YORK, N.Y. 10019-6150
TELEPHONE: (212) 403 -1000
FACSIMILE: (212) 403 -2000

May 3, 2013

IAC/InterActiveCorp
555 West 18th Street
New York, NY 10011

Re: IAC/InterActiveCorp Registration Statement on Form S-4 filed on May 3, 2013

Ladies and Gentlemen:

We have acted as special counsel to IAC/InterActiveCorp, a Delaware corporation (the "Company"), in connection with the registration, pursuant to a registration statement on Form S-4 (the "Registration Statement"), filed with the U.S. Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended (the "Act"), on May 3, 2013, of the proposed offer by the Company and certain subsidiaries of the Company who will act as guarantors (the "Registrant Guarantors") to exchange (the "Exchange Offer") an aggregate principal amount of up to $500,000,000 of the Company's oustanding registered 4.75% Senior Notes due 2022 (the "Outstanding Notes") for an equal principal amount of the Company's 4.75% Senior Notes due 2022 ("Registered Notes") and the related guarantees (the "Outstanding Guarantees") for guarantees (the "Registered Guarantees") of the guarantors listed in the Registration Statement pursuant to the Indenture referred to below, in each case whole sale will be registered under the Act.

The Company is proposing the Exchange Offer in accordance with the terms of a Registration Rights Agreement with respect to the Outstanding Notes by and among the Company, the Registrant Guarantors and J.P. Morgan Securities LLC, as representative of the

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initial purchasers referenced therein, dated as of December 21, 2012 (the "Registration Rights Agreement"). The Outstanding Notes and the Outstanding Guarantees have been, and the Registered Notes and the Registered Guarantees will be, issued pursuant to an Indenture, dated as of December 21, 2012 (the "Indenture"), by and among the Company, the guarantors party thereto and Computershare Trust Company, N.A., as trustee (the "Trustee").

We have examined originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or appropriate for the purposes of this letter. The Registered Notes, the Registered Guarantees and the Indenture are referred to herein as the "Transaction Documents." We have also conducted such investigations of fact and law as we have deemed necessary or advisable for purposes of this opinion letter. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as copies and the legal capacity of all individuals executing such documents. As to any facts material to this opinion that we did not independently establish or verify, we have, with your consent, relied upon the statements, certificates and representations of officers and other representatives of parties to the Transaction Documents and of the Company and the Registrant Guarantors. We have also assumed the valid authorization, execution and delivery of the Transaction Documents by each party thereto (other than the Company and the Registrant Guarantors), and we have assumed that each such other party (in the case of parties which are not natural persons) has been duly organized and is validly existing and in good standing under its jurisdiction of organization, that each such other party has the legal capacity, power and authority to perform its obligations thereunder and that the Indenture constitutes the valid and binding obligation of the Trustee, enforceable against it in accordance with its terms. We have also assumed that, except with respect to the Relevant Laws (as defined below), the execution, delivery and performance by each of the Company and the Registrant Guarantors of the Transaction Documents to which it is a party have been duly authorized by all necessary action (corporate or otherwise) and do not contravene its respective certificate or articles of incorporation, limited liability company agreement, bylaws or other organizational documents; except with respect to Relevant Laws, violate any law, rule or regulation applicable to it; or result in any conflict with, or breach of any agreement or document binding on it. In addition, the enforceability of indemnification provisions may be subject to public policy considerations. Furthermore, the manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it.

We are members of the Bar of the State of New York, and we have not considered, and we express no opinion as to, the laws of any jurisdiction other than the laws of the State of New York that a New York lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Company, the Registrant Guarantors, the Transaction Documents or the transactions governed by the Transaction Documents and the

federal securities laws of the United States of America, in each case as in effect on the date hereof (the "Relevant Laws"). Without limiting the generality of the foregoing definition of Relevant Laws, the term "Relevant Law" does not include any law, rule or regulation that is applicable to the Company, the Registrant Guarantors and the Transaction Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Transaction Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

Insofar as the opinions expressed herein relate to or are dependent upon matters governed by (i) the laws of the State of Delaware, we have relied upon the letter dated May 3, 2013 of Potter Anderson & Corroon LLP; (ii) the laws of the State of California, we have relied upon the letter, dated May 3, 2013, of Katten Muchin Rosenman LLP; and (iii) the laws of the State of Arizona, we have relied upon the letter dated May 3, 2013 of The Cavanagh Law Firm, in each case of clauses (i) through (iii), which are being filed as exhibits to the Registration Statement.

Based upon the foregoing, and subject to the qualifications set forth in this letter, it is our opinion that when (i) the Registration Statement has become effective under the Act, (ii) the Outstanding Notes have been exchanged in the manner described in the prospectus forming a part of the Registration Statement and in accordance with the Registration Rights Agreement, (iii) the Registered Notes have been duly executed, authenticated, issued and delivered by the Company in accordance with the terms of the Indenture against receipt of the Outstanding Notes surrendered in exchange therefor, (iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (v) applicable provisions of "blue sky" laws have been complied with,

(a) the Registered Notes proposed to be issued pursuant to the Exchange Offer will constitute valid and legally binding obligations of the Company, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law); and

(b) the Registered Guarantees proposed to be issued pursuant to the Exchange Offer will constitute valid and legally binding obligations of each Registrant Guarantor, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

We hereby consent to the filing of a copy of this letter as an exhibit to the Registration Statement and to the use of our name in the prospectus forming a part of the Registration Statement under the caption "Legal Matters." In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act

and the rules and regulations thereunder. This letter speaks as of its date, and we undertake no (and hereby disclaim any) obligation to update this letter.

Very truly yours,

/s/ Wachtell, Lipton, Rosen & Katz

Exhibit 5.2

K. Bellamy Brown
(602) 322-4057
Facsimile: (602) 322-4102

E-Mail:
bbrown@cavanaghlaw.com
www.cavanaghlaw.com

May 3, 2013

File No. 49163-3

IAC/InterActive Corp.
555 West 18th Street
New York, NY 10011

Re: People Media, LLC, an Arizona limited liability company (the "Company")

Ladies and Gentlemen

We have acted as counsel to the Company in connection with the matters set forth herein. You have requested our opinion about certain matters related to a note exchange transaction as more specifically described in the S-4 Registration Statement for IAC/InterActive Corp. filed on May 3, 2013 (the "Transaction"). Capitalized terms used and not otherwise defined in this letter shall have the meanings ascribed to them in the Notes Documents (as defined below).

For purposes of this opinion, we have examined such questions of law and fact as we have deemed necessary or appropriate. We have examined only the following documents (collectively, the "Documents") and have made no other investigation or inquiry:

I. Transaction Documents and Other Documents Examined

We have previously reviewed the following documents (the "Notes Documents"). Each of the Notes Documents is dated as of December 21, 2012:

A. Indenture and related Note Guaranty;

B. Purchase Agreement; and

C. Registration Rights Agreement.

In addition, we have reviewed the following documents (the "Entity Documents" and together with the Notes Documents the "Documents"):

a. Certificate of Good Standing with respect to the Company dated April 22, 2013, issued by the Office of the Corporation Commission of the State of Arizona;

b. Articles of Organization of LDS Dazzle, L.L.C., dated February 1, 2001;

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c. Amendment to Articles of LDS Dazzle, L.L.C., dated April 19, 2001, changing the name of the Company to Zencon Technologies, L.L.C;

d. Second Amendment to Articles of Organization dated April 1, 2001;

e. Amendment to Articles of Organization dated May 22, 2007;

f. Amended and Restated Operating Agreement of Zencon Technologies, LLC, an Arizona limited liability company dated May 24, 2007;

g. Second Amended and Restated Operating Agreement of People Media, LLC, an Arizona limited liability company dated May 3, 2013;

h. Amendment to Articles of Organization dated October 15, 2007, changing the name of Zencon, LLC, to People Media, LLC;

i. Amendment to Articles of Organization of People Media, LLC dated December 17, 2013;

j. Certificate of Ownership of Zencon Technologies, Inc., a Delaware corporation, changing its name to People Media, Inc., a Delaware corporation; and

k. Certificate of Good Standing with respect to People Media, Inc, a Delaware corporation, issued by the Secretary of State of the State of Delaware dated April 22, 2013;

As to certain matters of fact bearing upon the opinions expressed herein, we have relied on:

a. Certificate of Guarantor dated April 29, 2013 (the "Guarantor's Certificate");

b. Certificate of Operating Agreement dated April 29, 2013 (the "Operating Certificate"); and

c. Information in public authority documents.

II. Opinions

Based on the foregoing, and subject to the assumptions, qualifications, and limitations set forth below, it is our opinion that:

1. No consent, approval, authorization, or other action by, or filing with, any state or local governmental authority is required in connection with the execution and delivery by the Company of the Notes Documents and the consummation of the Transaction.

2. The execution and delivery of the Notes Documents and consummation of the Transaction by the Company did not violate any applicable State of Arizona law, rule or regulation affecting the Company.

3. The Company has the power and authority to own its properties and to carry on its business as now being conducted; and had and continues to have the power to execute and deliver the Notes Documents and all other documents and instruments executed and delivered by the Company with respect to the Transaction, each of which has been duly authorized by all necessary and proper action.

4. The execution, delivery and performance of each of the Notes Documents by the Company has been duly authorized by all requisite corporate action on the part of the Company and the Notes Documents have been duly executed and delivered.

III. Assumptions

With your permission, in rendering the foregoing opinions, we have made the certain assumptions. We have made these assumptions without independent verification, and with the understanding that we are under no duty to inquire or investigate regarding such matters; however, we have no knowledge of any statement of fact that we know to be inaccurate or any factual representations that we know to have been provided under circumstances making reliance unwarranted. The assumptions are as follows:

1. Based solely upon the Certificate of Good Standing dated April 22, 2013, issued by the Office of the Corporation Commission of the State of Arizona, the Company has been duly formed, is validly existing, and is in good standing as a limited liability company under the laws of the State of Arizona.

2. All signatures not witnessed are genuine.

3. That each client who is a natural person, and who is executing any of the Documents or otherwise involved in the Transaction, possesses the legal competency and capacity necessary for such individual to execute such documents and/or to carry out such individual's role in the Transaction.

4. The Notes Documents accurately and completely describe and contain the parties' mutual intent, understanding, and business purposes, and that there are no oral or written statements, agreements, understandings, or negotiations, nor any usage of trade or course of prior dealing among the parties, that directly or indirectly modify, define, amend, supplement, or vary, or purport to modify, define, amend, supplement, or vary, any of the terms of the Notes Documents or any of the parties' rights or obligations thereunder, by waiver or otherwise.

5. The applicable Notes Documents, immediately after delivery, were properly filed or recorded in the appropriate governmental offices, that the purchasers will timely file all necessary continuation statements, and that all fees, charges, and taxes due and owing as of this date have been paid.

6. The result of the application of Arizona law as specified in the Documents will not be contrary to a fundamental policy of the law of any other state with which the parties may have material or relevant contact in connection with the Transaction and as to which there is a materially greater interest in determining an issue of choice of law.

7. The purchasers of the Note have received no interest, charges, fees or other benefits or compensation in the nature of interest in connection with the Transaction other than the Company (and, where applicable, Guarantor) has agreed in writing in the Notes Documents to pay.

8. That the Note Guarantee was duly delivered for value and for the consideration provided for in or contemplated by the Notes Documents and that value has been given for the creation of any security interest.

9. That the Company holds the requisite title and rights to any real or personal property involved in the Transaction or otherwise purported to be owned by it.

IV. Qualifications and Limitations

The opinions set forth above are subject to the following qualifications and limitations:

1. The enforceability of the Transaction may be subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other similar laws relating to or affecting the rights of parties generally;

2. The enforceability of the Transaction is subject to general principles of equity;

3. Our engagement did not extend to, and we render no opinion about, any federal or state tax, securities, environmental, public health, or labor laws, rules or regulations, zoning matters, or applicable building codes or ordinances or the effect of such matters, if any, on the opinions expressed herein;

4. We express no opinion as to matters of title, priority, or perfection of liens or priority or perfection of security interests except as specifically set forth herein;

5. We are qualified to practice law in the State of Arizona, and we do not purport to be experts on, or to express any opinion concerning, any law other than the law of the State of Arizona;

6. The opinions expressed in this letter are based upon the law and facts in effect on the date hereof, and we assume no obligation to update, revise, or supplement this opinion;

7. We understand that you, and the holders of the Notes (as defined below), will rely as to matters of Arizona law upon this opinion in connection with the matters set forth herein. In addition, we understand that Wachtell, Lipton, Rosen & Katz ("WLRK") will rely as to matters of Arizona law upon this opinion in connection with an opinion to be rendered by it on the date hereof relating to the Company. In connection with the foregoing, we hereby consent to you, the holders of the Notes (as defined below) and WLRK's relying as to matters of Arizona law upon this opinion, subject to the understanding that the opinions rendered herein are given on the date hereof and such opinions are rendered only with respect to facts existing on the date hereof and laws, rules and regulations currently in effect. Furthermore, we consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement on Form S-4, relating to the Offer to Exchange $500,000,000 of 4.75% Senior Notes of IAC/InterActiveCorp due 2022 for $500,000,000 of 4.75% Senior Notes due 2022 (collectively, the "Notes"), as proposed to be filed by IAC/InterActiveCorp with the Securities and Exchange Commission on or about the date hereof. In giving the foregoing consent, we do not thereby admit that we come within the category of persons or entities whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

THE CAVANAGH LAW FIRM

By: /s/ K. Bellamy Brown
K. Bellamy Brown

KBB:slb

Exhibit 5.3

[Letterhead of Katten Muchin Rosenman LLP]

May 3, 2013

IAC InterActiveCorp

Re: IAC InterActiveCorp — Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special California counsel to Dictionary.com, LLC, a California limited liability company (the "Company"), in connection with certain matters of California law relating to the guarantee by the Company of $500,000,000 aggregate principal amount of 4.75% Senior Notes due 2022 (the "Exchange Notes"), to be issued by IAC InterActiveCorp, a Delaware corporation ("IAC"), pursuant to an Indenture, dated as of December 21, 2012 (the "Indenture"), among IAC, certain subsidiaries of IAC, including the Company (the "Guarantors"), and Computershare Trust Company, N.A., as trustee. The Exchange Notes and the guaranties of the Guarantors (including without limitation, the guarantee by the Company) will be issued in exchange for (i) an equal principal amount of IAC's 4.75% Senior Notes due 2022 and (ii) the related guaranties. The Exchange Notes are covered by the above-referenced Registration Statement on Form S-4, and any amendments thereto (collectively, the "Registration Statement"), filed by IAC with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (the "1933 Act").

As to all matters of fact (including factual conclusions and characterizations and descriptions of purpose, intention or other state of mind), we have relied, with your permission, entirely upon certificates of certain of the managers, officers or other representatives of the Company and have assumed, without independent inquiry, the accuracy of those certificates. For purposes of our opinion rendered in paragraph 1 below, with respect to the formation, existence, qualification, or standing of the Company, our opinion relies entirely upon and is limited by certificates issued by the Secretary of State of the State of California, dated on or about April 23, 2013.

In connection with this opinion, we have examined originals or copies of the following documents:

(i) the Indenture;

(ii) the form of Exchange Notes attached as Exhibit A to the Indenture;

(iii) Articles of Organization of the Company, as certified by the Secretary of State of the State of California on March 25, 1999, as amended by a Certificate of Amendment of Articles of Organization, as certified by the Secretary of State of the State of California on July 23, 2008 (as amended, the "**Articles of Organization**"), and certified by a manager or officer of the Company as of the date hereof as being true, complete and correct and in full force and effect;

(iv) the Amended and Restated Operating Agreement of Guarantor, dated as of July 17, 2008 (the "**Operating Agreement**" and, together with the Articles of Organization, the "**Governing Documents**"), certified by a manager or officer of the Company as of the date hereof as being true, complete and correct and in full force and effect;

(v) that certain certificate of good standing issued by the Secretary of State of the State of California on April 23, 2013, with respect to Guarantor (the "**Company Good Standing Certificate**")and

(vi) the certificate of a manager or officer of the Company, dated as of the date hereof, as to certain actions taken by the member and managers of the Company, and as to the titles, incumbency, and specimen signatures of the managers and certain officers of the Company.

This opinion is based entirely on our review of the documents listed in the preceding paragraph, and we have made no other documentary review or investigation of any kind whatsoever for purposes of this opinion.

In rendering this opinion, as to questions of fact material to this opinion, we have relied to the extent we have deemed reliance appropriate, without investigation, on certificates and/or other communications from governmental officials, public officials, appropriate representatives of Company.

We have assumed the genuineness of all signatures, the conformity to the originals of all documents reviewed by us as copies, the authenticity and completeness of all original documents reviewed by us in original or copy form and the legal competence of each individual executing any document.

For purposes of this opinion, we have made such examination of law as we have deemed necessary. This opinion is limited solely to the internal substantive laws of the State of California as applied by courts located in California without regard to choice of law (except for antitrust, energy, utilities, insurance, consumer protection, anti-discrimination, environmental,

national security, anti-terrorism, anti-money laundering, travel, tourism, transportation, maritime, securities, investment or blue sky laws, as to which we express no opinion), and we express no opinion as to the laws of any other jurisdiction.

Our opinion is further subject to the following exceptions, qualifications and assumptions, all of which we understand to be acceptable to you:

(a) We have assumed without any independent investigation that each party to the Indenture, other than the Company, at all times relevant thereto, is validly existing and in good standing under the laws of the jurisdiction in which it is organized, and is qualified to do

business and in good standing under the laws of each jurisdiction where such qualification is required generally or necessary in order for such party to enforce its rights under such Indenture.

(b) We express no opinion as to the enforceability of the Indenture or the Exchange Notes.

(c) When any opinion set forth below is given to our knowledge, or to the best of our knowledge, or with reference to matters of which we are aware or which are known to us, or with a similar qualification, that knowledge is limited to the actual knowledge of the individual lawyers in this firm who have participated directly and substantively in the specific transactions to which this opinion relates and without any special or additional investigation undertaken for the purposes of this opinion.

(d) We express no opinion as to the effect of events occurring, circumstances arising, or changes of law becoming effective or occurring, after the date hereof on the matters addressed in this opinion letter, and we assume no responsibility to inform you of additional or changed facts, or changes in law, of which we may become aware.

Based upon and subject to the foregoing, and subject to the limitations and qualifications set forth below, we are of the opinion that:

1. The Company (a) is a limited liability company validly existing and in good standing as a limited liability company under the laws of the State of California and (b) has the requisite limited liability company power to guarantee the Exchange Notes pursuant to the terms of the Indenture.

2. The Company's guarantee of the Exchange Notes pursuant to the terms of the Indenture has been duly authorized by all necessary limited liability company action and, based solely upon our review of the certificate referred to in clause (v) above and counterpart signature pages to the Indenture, the Indenture has been duly executed and delivered by the Company.

We consent to the filing of this opinion with the SEC as an exhibit to the Registration Statement and the reference to this firm under the heading "Legal Matters" in the related prospectus. We also consent to the reliance by Wachtell, Lipton, Rosen & Katz on the opinions expressed herein. In rendering this opinion and giving this consent, we do not admit that we are "experts" within the meaning of the 1933 Act.

Very truly yours,

/s/ KATTEN MUCHIN ROSENMAN LLP

KATTEN MUCHIN ROSENMAN LLP

Exhibit 5.4

May 3, 2013

IAC/InterActiveCorp
555 West 18th Street
New York, New York 10011

Re: IAC/InterActiveCorp — Registration Statement on Form S-4

Ladies and Gentlemen:

We have been asked to render certain limited opinions relating to IAC/InterActiveCorp ("IAC/InterActiveCorp"), a Delaware corporation (formerly known as Silver King Broadcasting Company, Inc., HSN Silver King Broadcasting Company, Inc., HSN Communications, Inc., Silver King Communications, Inc., HSN, Inc., USA Networks, Inc., USA Interactive and InterActiveCorp) and each of the other Delaware corporations identified on Schedule A hereto (such corporations and IAC/InterActiveCorp are sometimes referred to herein collectively as the "Corporations" and individually as a "Corporation"), and each of the Delaware limited liability companies identified on Schedule B hereto (such limited liability companies are sometimes referred to herein collectively as the "LLCs" and individually as an "LLC"). The Corporations and the LLCs are sometimes referred to collectively herein as the "Delaware Entities" and individually as a "Delaware Entity".

For purposes of giving the opinions hereinafter set forth, we have examined:

1. The Organizational Documents of each Delaware Entity listed on Schedule C hereto;

2. A Certificate of Good Standing for each Delaware Entity, dated May 3, 2013, obtained from the Secretary of State of the State of Delaware;

3. A Certified Copy of Resolutions of the Board of Directors of IAC/InterActiveCorp, dated November 28, 2012 (the "IAC/InterActiveCorp Board Resolutions");

4. The Unanimous Written Consent of the Executive Committee of the Board of Directors of IAC/InterActiveCorp in Lieu of Committee Meeting, dated as of December 17, 2012 (the "IAC/InterActive Corp Executive Committee Consent");

5. The Omnibus Written Consent of the Directors, Managers or Members, as Applicable, of Certain Subsidiaries of IAC/InterActiveCorp, dated December 21, 2012 (the "December Omnibus Consent");

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6. The Unanimous Written Consent of the Board of Directors of Tutor.com, Inc., dated April 11, 2013 (the "Tutor.com, Inc. Consent" and, together with the IAC/InterActiveCorp Board Resolutions, the IAC/InterActiveCorp Executive Committee Consent, and the December Omnibus Consent, the "Consents");

7. The Certificate of Secretary of IAC/InterActiveCorp, dated December 21, 2012 (the "IAC/InterActiveCorp Secretary Certificate"), certifying as to certain factual matters stated therein;

8. The Omnibus Certificate of Secretary of the Guarantors (as such term is defined in the Indenture (defined below)), dated December 21, 2012 (the "Omnibus Secretary Certificate"), certifying as to certain factual matters stated therein;

9. The Certificate of Assistant Secretary of Tutor.com, Inc., dated April 11, 2012 (the "Tutor.com, Inc. Secretary Certificate"), certifying as to certain factual matters stated therein;

10. The Omnibus Certificate of Secretary of IAC/InterActiveCorp and the Guarantors (as such term is defined in the Indenture (defined below)), dated May 3, 2013 (the "May Omnibus Secretary Certificate" and, together with the IAC/InterActiveCorp Secretary Certificate, the Omnibus Secretary Certificate, and the Tutor.com, Inc. Secretary Certificate, the "Officer Certificates"), certifying as to certain factual matters stated therein;

11. The Indenture, dated December 21, 2012 (together with the Supplemental Indenture (defined below), the "Indenture"), by and among the Delaware Entities and Computershare Trust Company, N.A.; and

12. The Supplemental Indenture, dated as of April 11, 2013 (the "Supplemental Indenture"), by and among IAC/InterActiveCorp, Tutor.com, Inc., and Computershare Trust Company, N.A., pursuant to which Tutor.com, Inc. became a Guarantor in accordance with the Indenture.

For purposes of this opinion, we have not reviewed any documents other than the documents listed in (1) through (12) above. In particular, we have not reviewed any document (other than the documents listed in (1) through (12) above) that is referred to or incorporated by reference into the documents reviewed by us. We have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with or that would otherwise alter the opinions stated herein.

In addition, we have conducted no independent factual investigation of our own but rather have relied solely on the foregoing documents, the statements and information set forth therein and the additional matters related thereto or assumed therein, all of which we have assumed to be true, complete and accurate.

Based upon the foregoing, and upon an examination of such questions of law of the State of Delaware as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. Each Corporation has been duly incorporated and is validly existing and in good standing as a corporation under the General Corporation Law of the State of Delaware, 8 Del. C. § 101, et seq. (the "DGCL").

2. Each Corporation has the requisite corporate power and authority to execute, deliver and perform its obligations under the Indenture.

3. The execution and delivery by each Corporation of the Indenture, and the performance by such Corporation of its obligations thereunder, have been duly authorized by all necessary corporate action of such Corporation.

4. Each LLC has been duly formed and is validly existing and in good standing as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "LLC Act").

5. Each LLC has the requisite limited liability company power and authority to execute, deliver and perform its obligations under the Indenture.

6. The execution and delivery by each LLC of the Indenture, and the performance by such LLC of its obligations thereunder, have been duly authorized by all necessary limited liability company action of such LLC.

7. Each of the Delaware Entities has duly executed and delivered the Indenture.

All of the foregoing opinions contained herein are subject to the following assumptions, qualifications, limitations and exceptions:

a. The foregoing opinions are limited to the laws of the State of Delaware presently in effect, excluding the securities, insurance and antitrust provisions thereof. We have not considered and express no opinion on the laws of any other jurisdiction, including, without limitation, United States federal laws and rules and regulations relating thereto. The opinions rendered herein speak only as of the date of this letter, and we undertake no duty to advise you as to any change in law or change in fact occurring after the delivery of this letter that could affect any of the opinions rendered herein

b. Except to the extent expressly set forth in the foregoing opinion, we have assumed (i) the due execution and delivery by each party thereto of each document examined by us, (ii) the due authorization by each party thereto of each document examined by us, (iii) that each of such parties has the full power, authority and legal right to enter into and deliver each

such document and to perform its obligations thereunder, (iv) that each entity that is a party to any of the documents examined by us has been duly incorporated or formed, and is validly existing and, if applicable, in good standing under the laws of its respective jurisdiction of organization, (v) that each of the documents examined by us constitutes a legal, valid and binding agreement of the parties thereto, and is enforceable against the parties thereto in accordance with its terms, and (vi) the legal capacity of any natural persons who are signatories to any of the documents examined by us.

c. We have assumed that all signatures on documents examined by us are genuine, that all documents submitted to us as originals are authentic and that all documents submitted to us as copies conform with the originals.

d. We have assumed that the statements of fact in each of the Consents and in each of the Officer Certificates were true and correct when made and have remained true and correct at all times since such date through and including the date hereof.

e. With respect to each LLC, we have assumed that (i) no event of dissolution, liquidation or termination of the LLC has occurred under the Organizational Documents of such LLC or the LLC Act, and (ii) there has been at all times since the formation of each LLC at least one duly admitted member of such LLC.

We understand that you and the holders of the Notes (as defined below) will rely on this opinion as to the matters of Delaware law addressed herein. In addition, we understand that Wachtell, Lipton, Rosen & Katz ("WLRK") will also rely on this opinion as to the matters of Delaware law addressed herein in connection with an opinion to be rendered by it on the date hereof relating to the LLCs. In connection with the foregoing, we hereby consent to your, the holders of the Notes (as defined below) and WLRK's relying on this opinion as to the matters of Delaware law addressed herein. Furthermore, we consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement on Form S-4, relating to the offer to exchange $500,000,000 of 4.75% Senior Notes of IAC/InterActiveCorp due 2022 for $500,000,000 of 4.75% Senior Notes of IAC/InterActiveCorp due 2022 (collectively, the "Notes"), as proposed to be filed by IAC/InterActiveCorp with the Securities and Exchange Commission on or about the date hereof, and to the use of our name in the prospectus forming a part of the Registration Statement under the caption "Legal Matters". In giving the foregoing consent, we do not thereby admit that we come within the category of persons or entities whose consent is required under Section 7 and the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ POTTER ANDERSON CORROON LLP
Potter Anderson Corroon LLP

SCHEDULE A

CORPORATIONS

1. About, Inc. (formerly known as Miningco.com and About.com, Inc.)

2. Elicia Acquisition Corp.

3. HomeAdvisor, Inc. (formerly known as W3 Ventures, Inc., Wisen.com, Inc. and ServiceMagic, Inc.)

4. IAC Search & Media, Inc. (formerly known as AJ Merger Corporation and Ask Jeeves, Inc.)

5. Match.com International Holdings, Inc.

6. Match.com, Inc.

7. Mindspark Interactive Network, Inc. (formerly known as CTC Bulldog, Inc., iWon, Inc., The Excite Network, Inc., Focus Interactive, Inc. and IAC Consumer Applications & Portals, Inc.)

8. Mojo Acquisition Corp.

9. People Media, Inc. (formerly known as Zencon Holdings Corporation)

10. Shoebuy.com, Inc.

11. Tutor.com, Inc.

SCHEDULE B

LLCs

1. APN, LLC

2. Aqua Acquisition Holdings LLC

3. CityGrid Media, LLC (formerly known as CS.com and CitySearch, LLC)

4. HTRF Ventures, LLC

5. IAC Search, LLC

6. Match.com, L.L.C. (formerly known as Match.com I, L.L.C.)

SCHEDULE C

ORGANIZATIONAL DOCUMENTS

1. **IAC/InterActiveCorp** (formerly known as Silver King Broadcasting Company, HSN Silver King Broadcasting Company, Inc., HSN Communications, Inc. Silver King Communications, Inc., HSN, Inc., USA Networks, Inc., USA InterActive, and InterActiveCorp)

The Certificate of Incorporation of IAC/InterActiveCorp, as filed with the Office of the Secretary of State of the State of Delaware (the "Secretary of State") on July 28, 1986

The Restated Certificate of Incorporation of IAC/InterActiveCorp, as filed with the Secretary of State on August 9, 2005

The Certificate of Designations of Series B Cumulative Convertible Preferred Stock of IAC/InterActiveCorp, as filed with the Secretary of State on August 9, 2005

The Certificate of Merger of IAC Preferred Merger Sub, Inc. and IAC/InterActiveCorp, as filed with the Secretary of State on August 7, 2008

The Certificate of Amendment of the Restated Certificate of Incorporation of IAC/InterActiveCorp, as filed with the Secretary of State on August 20, 2008

The Certificate of Ownership and Merger Merging Proust, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging USANI Capital Corp. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging SK Holdings, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging USA-VUE Funding Corp. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging Power Ten Ventures, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging TMNV HoldCo, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging USANi SpinCo., Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging Points Investments, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging Primal Ventures, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging GDC Media, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging Unicorn Acquisition Corp. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging HTRF Holdings, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging ZD Holdings, Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging ZeroDegrees Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Certificate of Ownership and Merger Merging Black Web Enterprises Inc. with and into IAC/InterActiveCorp, as filed with the Secretary of State on November 14, 2012

The Amended and Restated By-Laws of IAC/InterActiveCorp

2. **About, Inc.** (formerly known as MiningCo.com, Inc. and About.com, Inc.)

The Certificate of Incorporation of About, Inc., as filed with the Secretary of State on November 17, 1998

Third Amended and Restated Certificate of Incorporation of About, Inc., as filed with the Secretary of State on May 26, 2004

The Certificate of Change of Location of Registered Office and of Registered Agent of About, Inc., as filed with the Secretary of State on January 7, 2005

The Amended and Restated By-Laws of About, Inc.

3. **Elicia Acquisition Corp.**

The Certificate of Incorporation of Elicia Acquisition Corp., as filed with the Secretary of State on November 14, 2001

The Certificate of Change of Location of Registered Office and of Registered Agent of Elicia Acquisition Corp., as filed with the Secretary of State on October 23, 2003

The Certificate of Change of Location of Registered Office and of Registered Agent of Elicia Acquisition Corp., as filed with the Secretary of State on February 13, 2007

The Certificate of Amendment of the Certificate of Incorporation of Elicia Acquisition Corp., as filed with the Secretary of State on August 15, 2008

The Bylaws of Elicia Acquisition Corp.

4. **HomeAdvisor, Inc.** (formerly known as W3 Ventures, Inc., Wisen.com, Inc. and ServiceMagic, Inc.)

The Certificate of Incorporation of HomeAdvisor, Inc., as filed with the Secretary of State on December 18, 1998

The Certificate of Merger of HomeAdvisor, Inc. and SM Merger Sub, Inc., with the Amended and Restated Certificate of Incorporation of HomeAdvisor, Inc. attached thereto as Exhibit A, as filed with the Secretary of State on September 1, 2004

The Certificate of Amendment of Amended and Restated Certificate of Incorporation of HomeAdvisor, Inc., as filed with the Secretary of State on September 19, 2012

The Certificate of Amendment of the Amended and Restated Certificate of Incorporation of HomeAdvisor, Inc., as filed with the Secretary of State on April 17, 2013

The By-Laws of HomeAdvisor, Inc.

5. **IAC Search & Media, Inc.** (formerly known as AJ Merger Corporation and Ask Jeeves, Inc.)

The Certificate of Incorporation of IAC Search & Media, Inc., as filed with the Secretary of State on May 11, 1999

The Certificate of Merger of AJI Acquisition Corp. with and into IAC Search & Media, Inc., with the Amended and Restated Certificate of Incorporation of IAC Search & Media attached thereto as Annex A, as filed with the Secretary of State on July 19, 2005

The Certificate of Amendment to the Certificate of Incorporation of IAC Search & Media, Inc., as filed with the Secretary of State on February 17, 2006

The Bylaws of IAC Search & Media, Inc.

6. **Match.com International Holdings, Inc.**

The Certificate of Incorporation of Match.com International Holdings, Inc., as filed with the Secretary of State on November 7, 2005

The By-Laws of Match.com International Holdings, Inc.

7. **Match.com, Inc.**

The Certificate of Incorporation of Match.com, Inc., as filed with the Secretary of State on February 13, 2009

The Certificate of Amendment of the Certificate of Incorporation of Match.com, Inc., as filed with the Secretary of State on March 19, 2013

The By-Laws of Match.com, Inc.

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8. **Mindspark Interactive Network, Inc.** (formerly known as CTC Bulldog, Inc., iWon, Inc., The Excite Network, Inc., Focus Interactive, Inc. and IAC Consumer Applications & Portals, Inc.)

The Certificate of Incorporation of Mindspark Interactive Network, Inc., as filed with the Secretary of State on March 18, 1999

The Amended and Restated Certificate of Incorporation of Mindspark Interactive Network, Inc., as filed with the Secretary of State on March 16, 2001

The Certificate of Amendment of Certificate of Incorporation of Mindspark Interactive Network, Inc., as filed with the Secretary of State on December 19, 2001

The Certificate of Amendment of Certificate of Incorporation of Mindspark Interactive Network, Inc., as filed with the Secretary of State on June 13, 2003

The Certificate of Ownership and Merger Merging Fun Web Products, Inc. with and into Mindspark Interactive Network, Inc., as filed with the Secretary of State on March 2, 2004

The Certificate of Change of Location of Registered Office and of Registered Agent of Mindspark Interactive Network, Inc., as filed with the Secretary of State on March 15, 2005

The Certificate of Ownership and Merger of My Way, Inc. and iWon Holdings, Inc. with and into Mindspark Interactive Network, Inc., as filed with the Secretary of State on March 17, 2005

The Certificate of Merger of Maxonline, LLC and Mindspark Interactive Network, Inc., as filed with the Secretary of State on August 10, 2006

The Certificate of Amendment of Certificate of Incorporation of Mindspark Interactive Network, Inc., as filed with the Secretary of State on May 7, 2008

The Certificate of Amendment of Certificate of Incorporation of Mindspark Interactive Network, Inc., as filed with the Secretary of State on November 21, 2008

The Certificate of Amendment of Certificate of Incorporation of Mindspark Interactive Network, Inc., as filed with the Secretary of State on December 2, 2009

The By-Laws of Mindspark Interactive Network, Inc.

9. **Mojo Acquisition Corp.**

The Certificate of Incorporation of Mojo Acquisition Corp., as filed with the Secretary of State on November 7, 2005

The Certificate of Merger of Udate.com, Inc. into Mojo Acquisition Corp., as filed with the Secretary of State on August 31, 2012

The Certificate of Merger of Kiss.com, Inc. into Mojo Acquisition Corp., as filed with the Secretary of State on August 31, 2012

The By-Laws of Mojo Acquisition Corp.

10. **People Media, Inc.** (formerly known as Zencon Holdings Corporation)

The Certificate of Incorporation of People Media, Inc., as filed with the Secretary of State on May 15, 2007

The Certificate of Merger of ZPM Merger Sub, Inc. with and into People Media, Inc., with the Amended and Restated Certificate of Incorporation of People Media, Inc. attached thereto as Exhibit A, as filed with the Secretary of State on July 13, 2009

The Bylaws of People Media, Inc.

11. **Shoebuy.com, Inc.**

The Certificate of Incorporation of Shoebuy.com, Inc., as filed with the Secretary of State on November 23, 1999

The Certificate of Merger of Kicks Acquisition Corp. with and into Shoebuy.com, Inc., with the Amended and Restated Certificate of Incorporation of Shoebuy.com, Inc. attached thereto as Exhibit A, as filed with the Secretary of State on February 3, 2006

The By-Laws of Shoebuy.com, Inc.

12. **Tutor.com, Inc.**

The Certificate of Incorporation of Tutor.com, Inc., as filed with the Secretary of State on February 24, 2000

The Certificate of Merger of TT Merger Sub, Inc. with and into Tutor.com, Inc., with the Sixth Amended and Restated Certificate of Incorporation of Tutor.com, Inc. attached thereto as Exhibit A, as filed with the Secretary of State on December 14, 2012

The By-Laws of Tutor.com, Inc.

13. **APN, LLC**

The Certificate of Formation of APN, LLC, as filed with the Secretary of State on December 3, 2009

The Limited Liability Company Agreement of APN, LLC, dated as of December 3, 2009, by IAC Search & Media, Inc., as the sole member of APN, LLC

14. **Aqua Acquisition Holdings LLC**

The Certificate of Formation of Aqua Acquisition Holdings LLC, as filed with the Secretary of State on March 2, 2004

The Certificate of Merger of Aqua Acquisition Holdings LLC, as filed with the Secretary of State on May 6, 2004

The Certificate of Amendment to Certificate of Formation of Aqua Acquisition Holdings LLC, as filed with the Secretary of State on February 28, 2005

The Limited Liability Company Agreement of Aqua Acquisition Holdings LLC, dated March 2004, by Ask Jeeves, Inc., as the sole member of Aqua Acquisition Holdings LLC

15. **CityGrid Media, LLC** (formerly known as CS.COM, LLC and Citysearch, LLC)

The Certificate of Formation of CityGrid Media, LLC, as filed with the Secretary of State on August 5, 2008

The Certificate of Amendment to Certificate of Formation of CityGrid Media, LLC, as filed with the Secretary of State on September 17, 2008

The Certificate of Amendment to Certificate of Formation of CityGrid Media, LLC, as filed with the Secretary of State on June 2, 2010

The Amended and Restated Limited Liability Company Agreement of CityGrid Media, LLC, dated as of August 5, 2008, by Ticketmaster, as the sole member of CityGrid Media, LLC

16. **HTRF Ventures, LLC**

The Certificate of Formation of HTRF Ventures, LLC, as filed with the Secretary of State on August 27, 2001

The Certificate of Amendment to Certificate of Formation of HTRF Ventures, LLC, as filed with the Secretary of State on February 24, 2004

The Limited Liability Company Agreement of HTRF Ventures, LLC, dated as of July 15, 2003, by InterActiveCorp, as the sole member of HTRF Ventures, LLC

17. **IAC Search, LLC**

The Certificate of Formation of IAC Search, LLC, as filed with the Secretary of State on February 1, 2012

The Limited Liability Company Agreement of IAC Search, LLC, dated as of February 1, 2012, by IAC/InterActiveCorp, as the sole equity member of IAC Search, LLC

18. **Match.com, L.L.C**. (formerly known as Match.com I, L.L.C.)

The Certificate of Formation of Match.com, L.L.C., as filed with the Secretary of State on June 25, 2007

The Certificate of Merger of Match.com, L.P. with and into Match.com, L.L.C., as filed with the Secretary of State on June 28, 2007

The Certificate of Amendment to the Certificate of Formation of Match.com, L.L.C., as filed with the Secretary of State on July 5, 2007

The Amended and Restated Limited Liability Company Agreement of Match.com, L.L.C., dated as of June 25, 2007, by Elicia Acquisition Corp., as the sole member of Match.com, L.L.C.

Exhibit 12.1

Computation of ratio of earnings to fixed charges
(dollars in thousands)

	Year ended December 31,				
	2012	2011	2010	2009	2008
Earnings:					
Earnings (loss) from continuing operations before income taxes and equity in (losses) income of unconsolidated affiliates	$ 314,407	$ 207,822	$ 48,362	$ (932,985)	$ 94,600
Fixed charges	13,866	13,485	13,169	12,413	38,767
Distributed income of equity investees	—	—	11,355	—	—
Share of pre-tax losses of equity investee for which charges arising from a guarantee are included in fixed charges (a)	(22,604)	(28,936)	—	—	—
Total earnings (loss), as adjusted	$ 305,669	$ 192,371	$ 72,886	$ (920,572)	$ 133,367
Fixed Charges:					
Interest expense (a)	$ 6,068	$ 5,477	$ 5,223	$ 5,642	$ 29,061
Amortization of debt issuance costs	142	181	181	181	3,302
Interest portion of rent expense	7,656	7,827	7,765	6,590	6,404
Total fixed charges	$ 13,866	$ 13,485	$ 13,169	$ 12,413	$ 38,767
Ratio of earnings to fixed charges	22.0	14.3	5.5	—	3.4

(a) IAC guaranteed half of an equity method investee's bank loan and was required to satisfy the guarantee in 2012. Interest expense on this loan of $0.1 million and $0.2 million in the years ended December 31, 2012 and 2011, respectively, is included in fixed charges.

Exhibit 23.5

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-4 No. 333-XXXXX) and related Prospectus of IAC/InterActiveCorp for the registration of $500,000,000 Senior Notes and to the incorporation by reference therein of our report dated March 1, 2013 (except for Note 22, as to which the date is May 3, 2013), with respect to the consolidated financial statements and schedule of IAC/InterActiveCorp included in its Current Report on Form 8-K dated May 3, 2013 for the year ended December 31, 2012 and our report dated March 1, 2013, with respect to the effectiveness of internal control over financial reporting of IAC/InterActiveCorp included in its Annual Report (Form 10-K) for the year ended December 31, 2012, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

New York, New York
May 3, 2013

Exhibit 23.6

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-4 No. 333-XXXXX) and related Prospectus of IAC/InterActiveCorp for the registration of $500,000,000 Senior Notes and to the incorporation by reference therein of our report dated December 4, 2012, with respect to the consolidated financial statements of About, Inc. for the year ended December 25, 2011included in IAC/InterActiveCorp’s Form 8-K dated May 3, 2013.

/s/ ERNST & YOUNG LLP

New York, New York
May 3, 2013

Exhibit 24.1

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ BARRY DILLER
Name: Barry Diller
Title: Chairman, Senior Executive and Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ GREGORY R. BLATT
Name: Gregory R. Blatt
Title: Chief Executive Officer and Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ VICTOR A. KAUFMAN
Name: Victor A. Kaufman
Title: Vice Chairman and Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ EDGAR BRONFMAN, JR.
Name: Edgar Bronfman, Jr.
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ CHELSEA CLINTON
Name: Chelsea Clinton
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ SONALI DE RYCKER
Name: Sonali De Rycker
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ MICHAEL D. EISNER
Name: Michael D. Eisner
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ DONALD KEOUGH
Name: Donald Keough
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ BRYAN LOURD
Name: Bryan Lourd
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ ARTHUR C. MARTINEZ
Name: Arthur C. Martinez
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ DAVID ROSENBLATT
Name: David Rosenblatt
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ ALAN G. SPOON
Name: Alan G. Spoon
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the

"Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ ALEXANDER VON FURSTENBERG
Name: Alexander von Furstenberg
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ RICHARD F. ZANNINO
Name: Richard F. Zannino
Title: Director

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ JEFFREY W. KIP
Name: JEFFREY W. KIP
Title: Executive Vice President and Chief Financial Officer

POWER OF ATTORNEY
For Registration Statement on Form S-4 of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of IAC/INTERACTIVECORP, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, D.C. ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements (and related amendments, including post-effective amendments) on Form S-4 for the registration under the Act of $500,000,000 in aggregate principal amount of 4.75% Senior Notes due 2022 and related guarantees of the Company's obligations under the

Senior Notes (the "S-4 Registration Statement") hereby constitutes and appoints Joanne Hawkins, Jeffrey W. Kip and Gregg Winiarski as his/her true and lawful attorneys-in-fact and agents, and each of them with full power to act without the other, his/her true and lawful attorney-in-fact and agent, for him/her and in his/her name, place and stead, individually and in any and all capacities stated below to sign the S-4 Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30th day of April, 2013.

/s/ MICHAEL H. SCHWERDTMAN

Name: Michael H. Schwerdtman

Title: Senior Vice President and Controller

Exhibit 25.1

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A
TRUSTEE PURSUANT TO SECTION 305(b)(2) o

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION
(Exact name of trustee as specified in its charter)

National Banking Association (Jurisdiction of incorporation or organization if not a U.S. national bank)	**04-3401714** (I.R.S. Employer Identification Number)
250 Royall Street, Canton, MA (Address of principal executive offices)	**02021** (Zip Code)

John Wahl, Trust Officer
350 Indiana St., Suite 750, Golden, Colorado 80401
(303) 262-0707
(Name, address and telephone number of agent for services)

IAC/InterActive Corp.
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**59-2712887** (I.R.S. Employer Identification Number)
555 West 18th Street New York, NY (Address of principal executive offices)	**10011** (Zip Code)

Debt Securities
(Title of the indenture securities)

About, Inc.
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**13-4034015** (I.R.S. Employer Identification Number)

APN, LLC
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**27-1410575** (I.R.S. Employer Identification Number)

Aqua Acquisition Holdings LLC
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**16-1698609** (I.R.S. Employer Identification Number)

CityGrid Media, LLC
(Exact name of obligor as specified in its charter)

Delaware	**26-3118574**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Dictionary.com, LLC
(Exact name of obligor as specified in its charter)

California	**33-0822806**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Elicia Acquisition Corp.
(Exact name of obligor as specified in its charter)

Delaware	**02-0591181**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

HomeAdvisor, Inc.
(Exact name of obligor as specified in its charter)

Delaware	**84-1489960**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

HTRF Ventures, LLC
(Exact name of obligor as specified in its charter)

Delaware	**13-4188199**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Humor Rainbow, Inc.
(Exact name of obligor as specified in its charter)

New York	**54-2109416**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

IAC Search & Media, Inc.
(Exact name of obligor as specified in its charter)

Delaware	**94-3334199**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

IAC Search, LLC
(Exact name of obligor as specified in its charter)

Delaware	**45-4419646**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Match.com International Holdings, Inc.
(Exact name of obligor as specified in its charter)

Delaware	**20-3865523**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Match.com, Inc.
(Exact name of obligor as specified in its charter)

Delaware	**26-4278917**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Match.com, L.L.C.
(Exact name of obligor as specified in its charter)

Delaware	**46-0478183**

(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Mindspark Interactive Network, Inc.
(Exact name of obligor as specified in its charter)

Delaware	**06-1541603**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Mojo Acquisition Corp.
(Exact name of obligor as specified in its charter)

Delaware	**20-3865623**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

People Media, Inc.
(Exact name of obligor as specified in its charter)

Delaware	**26-0192058**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

People Media, LLC
(Exact name of obligor as specified in its charter)

Arizona	**86-1018174**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Shoebuy.com, Inc.
(Exact name of obligor as specified in its charter)

Delaware	**04-3491185**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Tutor.com, Inc.
(Exact name of obligor as specified in its charter)

Delaware	**04-441166**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

4.75% Senior Notes due 2022
and Guarantees of the 4.75% Senior Notes due 2022(2)
(Title of the indenture securities)

Item 1. **General Information.** Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency
340 Madison Avenue, 4th Floor
New York, NY 10017-2613

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. **Affiliations with the obligor.** If the obligor is an affiliate of the trustee, describe such affiliation.

None.

Item 16. **List of exhibits.** List below all exhibits filed as a part of this statement of eligibility.

1. A copy of the articles of association of the trustee. (See Exhibit 1 to Form T-1 filed with Registration Statement No. 333-179383)

2. A copy of the certificate of authority of the trustee to commence business. (See Exhibit 2 to Form T-1 filed with Registration Statement No. 333-179383)

3. See exhibits 1 and 2.

4. A copy of the existing bylaws of the trustee, as now in effect. (See Exhibit 4 to Form T-1 filed with Registration Statement No. 333-179383)

6. The consents of United States institutional trustees required by Section 321(b) of the Act. (See Exhibit 6 to Form T-1 filed with Registration Statement No. 333-179383)

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, Computershare Trust Company, National Association, a national banking association, organized and existing under the laws of the United States, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Golden, and State of Colorado, on the 26th day of April 2013.

Computershare Trust Company, National Association

By: /s/ John Wahl
John Wahl
Trust Officer

EXHIBIT 7

Consolidated Report of Condition of
COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION
250 Royall Street, Canton, MA 02021
at the close of business December 31, 2012.

	Dollar Amounts In Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	-0-
Interest-bearing balances	-0-
Securities:	
Held-to-maturity securities	-0-
Available-for-sale securities	14,863
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	-0-
Securities purchased under agreements to resell	-0-
Loans and lease financing receivables:	
Loans and leases held for sale	-0-
Loans and leases, net of unearned income	-0-
LESS: Allowance for loan and lease losses	-0-
Loans and leases, net of unearned income and allowance	-0-
Trading assets	-0-
Premises and fixed assets (including capitalized leases)	-0-
Other real estate owned	-0-
Investments in unconsolidated subsidiaries and associated companies	-0-
Direct and indirect investments in real estate ventures	-0-
Intangible assets:	
Goodwill	7,756
Other intangible assets	-0-
Other assets	7,619
Total assets	30,238

LIABILITIES	
Deposits:	
In domestic offices	-0-
Noninterest-bearing	-0-
Interest-bearing	-0-
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	-0-
Securities sold under agreements to repurchase	-0-

Trading liabilities	-0-
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	-0-
Not applicable	
Not applicable	
Subordinated notes and debentures	-0-
Other liabilities	4,385
Total liabilities	4,385
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	500
Surplus (exclude all surplus related to preferred stock)	17,011
Retained earnings	8,342
Accumulated other comprehensive income	-0-
Other equity capital components	-0-
Total bank equity capital	25,853
Noncontrolling (minority) interests in consolidated subsidiaries	-0-
Total equity capital	25,853
Total liabilities and equity capital	30,238

I, Robert G. Marshall, Assistant Controller of the above named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Robert G. Marshall
Assistant Controller

QuickLinks -- Click here to rapidly navigate through this document

IAC/INTERACTIVECORP

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE

$500,000,000 PRINCIPAL AMOUNT OF ITS 4.75% SENIOR NOTES DUE 2022, THE ISSUANCE OF WHICH HAS BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,

FOR

A LIKE PRINCIPAL AMOUNT OF 4.75% SENIOR NOTES DUE 2022

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON 2013 (THE "EXPIRATION DATE") UNLESS EXTENDED.

The Exchange Agent is:

COMPUTERSHARE TRUST COMPANY, N.A.

By Mail:

Computershare
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, Rhode Island 02940-3011

By Registered, Certified or Express Mail or by Overnight Courier:

Computershare
c/o Voluntary Corporate Actions, Suite V
250 Royall Street
Canton, MA 02021

By Facsimile
(for Eligible Institutions Only)
for Guarantee of Delivery Only:

Computershare Trust Company, N.A.
Facsimile: (617) 360-6810
Confirm By Telephone:
(781) 575-2332

Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery. Only hard copies of this Letter of Transmittal or presentations via ATOP through the Depository Trust Company will be accepted.

The Information Agent is:

GEORGESON INC.

By Mail:

Georgeson Inc.
480 Washington Boulevard, 26th Floor
Jersey City, New Jersey 07310
All Holders Please Call: (866) 257-5415

Questions and requests for assistance or for additional copies of the Prospectus or of the Letter of Transmittal and or related materials must be directed to the Information Agent by calling (866) 257-5415 or by contacting the information agent addressed as follows:

The undersigned acknowledges receipt of the Prospectus dated , 2013 (the "Prospectus") of IAC/InterActiveCorp (the "Issuer"), and this Letter of Transmittal (the "Letter of Transmittal"), which together describe the Issuer's offer (the "Exchange Offer") to exchange its 4.75% Senior Notes due 2022 that have been registered under the Securities Act of 1933, as amended (the "Securities Act") (the "Exchange Notes") for its outstanding 4.75% Senior Notes due 2022 that were issued in a private placement (the "Old Notes" and, together with the Exchange Notes, the "Notes") from the holders thereof.

VOLUNTARY CORPORATE ACTION COY: IAC BO1

The terms of the Exchange Notes are substantially identical in all material respects (including principal amount, interest rate and maturity) to the terms of the Old Notes for which they may be exchanged pursuant to the Exchange Offer, except that the issuance of the Exchange Notes is registered under the Securities Act and the Exchange Notes are not subject to any covenant regarding exchange registration rights under the Securities Act.

The Issuer is not making the Exchange Offer to holders of the Old Notes in any jurisdiction in which the Exchange Offer or the acceptance of the Exchange Offer would not be in compliance with the securities or Blue Sky laws of such jurisdiction. The Issuer also will not accept surrenders for exchange from holders of the Old Notes in any jurisdiction in which the Exchange Offer or the acceptance of the Exchange Offer would not be in compliance with the securities or Blue Sky laws of such jurisdiction.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS RELATING TO THE PROCEDURE FOR TENDERING AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE INFORMATION AGENT.

The undersigned has checked the appropriate boxes below and signed this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer.

PLEASE READ THE ENTIRE
LETTER OF TRANSMITTAL AND THE PROSPECTUS
CAREFULLY BEFORE CHECKING ANY BOX BELOW.

List below the Old Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and aggregate principal amounts should be listed on a separate signed schedule affixed hereto.

DESCRIPTION OF OLD NOTES TENDERED HEREWITH

Name(s) and Address(es) of Registered Holder(s) (Please fill in)	Certificate Number(s)*	Aggregate Principal Amount Represented by Old Notes*	Principal Amount Tendered**
	Total:		

* Need not be completed by book-entry holders.

** Unless otherwise indicated, the holder will be deemed to have tendered the full aggregate principal amount represented by such Old Notes. See instruction 2.

Holders of Old Notes whose Old Notes are not immediately available or who cannot deliver all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis, must tender their Old Notes according to the guaranteed delivery procedures set forth in the Prospectus.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Old Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Old Notes are held of record by The Depository Trust Company ("DTC").

o **CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY AND COMPLETE THE FOLLOWING:**

Name of Registered Holder(s): _____

Name of Eligible Guarantor Institution that Guaranteed Delivery: _____

Date of Execution of Notice of Guaranteed Delivery: _____

If Delivered by Book-Entry Transfer: _____

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

o **CHECK HERE IF EXCHANGE NOTES ARE TO BE ISSUED TO A PERSON OTHER THAN THE PERSON SIGNING THIS LETTER OF TRANSMITTAL:**

Name: _____

Address: _____

o **CHECK HERE IF EXCHANGE NOTES ARE TO BE DELIVERED TO AN ADDRESS DIFFERENT FROM THAT LISTED ELSEWHERE IN THIS LETTER OF TRANSMITTAL:**

Name: _____

Address: _____

o **CHECK HERE IF YOU ARE A BROKER-DEALER THAT ACQUIRED OLD NOTES FOR YOUR OWN ACCOUNT AS A RESULT OF MARKET MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Name: _____

Address: _____

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may not participate in the Exchange Offer with respect to Old Notes acquired other than as a result of market-making activities or other trading activities. Any holder who is an "affiliate" of the Issuer or who has an arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, or any broker-dealer that purchased Old Notes from the Issuer to resell pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act must comply with the registration and prospectus delivery requirements under the Securities Act.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Issuer the principal amount of the Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of any portion of the Old Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Old Notes as are being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Issuer, in connection with the Exchange Offer) to cause the Old Notes to be assigned, transferred and exchanged.

The undersigned represents and warrants that it has full power and authority to tender, exchange, assign and transfer the Old Notes and to acquire Exchange Notes issuable upon the exchange of such tendered Old Notes, and that, when the same are accepted for exchange, the Issuer will acquire good and unencumbered title to the tendered Old Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Old Notes or transfer ownership of such Old Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of any and all validly tendered Old Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its obligations under the Registration Rights Agreement dated as of December 21, 2012 (the "Registration Rights Agreement"), between the Issuer, the Guarantors (as defined in the Prospectus) and J.P. Morgan Securities LLC, as representative of the several initial purchasers named in Schedule I to the Purchase Agreement (as defined in the Registration Rights Agreement) (the "Representative"), and that the Issuer shall have no further obligations or liabilities thereunder. The undersigned will comply with its obligations under the Registration Rights Agreement.

The undersigned understands that tenders of Old Notes pursuant to any one of the procedures described in the Prospectus and in the instructions attached hereto will, upon the Issuer's acceptance for exchange of such tendered Old Notes, constitute a binding agreement between the undersigned and the Issuer upon the terms and subject to the conditions of the Exchange Offer. The undersigned recognizes that, under circumstances set forth in the Prospectus, the Issuer may not be required to accept for exchange any of the Old Notes.

By tendering Old Notes and executing this Letter of Transmittal, the undersigned represents that (i) the holder is not an "affiliate" of the Issuer or the guarantors within the meaning of Rule 405 under the Securities Act; (ii) the holder is not engaged and does not intend to engage in, and has no arrangement or understanding with any person to participate in, a distribution of the Exchange Notes in violation of the provisions of the Securities Act; (iii) the holder is acquiring the Exchange Notes in its ordinary course of business; and (iv) if the holder is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Old Notes that were acquired as a result of market-making activities or other trading activities, that such holder will deliver a prospectus (or, to the extent permitted by law, make available a prospectus) meeting the requirements of the Securities Act in connection with any resales of the Exchange Notes. If the undersigned or the person receiving such Exchange Notes, whether or not such person is the undersigned, is a broker-dealer that will receive Exchange Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned understands that all resales of the Exchange Notes must be made in compliance with applicable state securities or Blue Sky laws. If a resale does not qualify for an exemption from these laws, the undersigned acknowledges that it may be necessary to register or qualify the Exchange Notes in a particular state or to make the resale through a licensed broker-dealer in order to comply with these laws. The undersigned further understands that the Issuer assumes no responsibility regarding compliance with state securities or Blue Sky laws in connection with resales.

Any holder of Old Notes using the Exchange Offer to participate in a distribution of the Exchange Notes (i) cannot rely on the position of the staff of the Securities and Exchange Commission enunciated in its interpretive letter with respect to Exxon Capital Holdings Corporation (available April 13, 1989) or similar interpretive letters and (ii) must comply with the registration and prospectus requirements of the Securities Act in connection with a secondary resale transaction.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Prospectus, this tender is irrevocable but tendered Old Notes may be withdrawn at any time prior to the Expiration Date in accordance with the terms of this Letter of Transmittal.

Certificates for all Exchange Notes delivered in exchange for tendered Old Notes and any Old Notes delivered herewith but not exchanged, in each case if, registered in the name of the undersigned, shall be delivered to the undersigned at the address shown below the signature of the undersigned.

The undersigned, by completing the box entitled "Description of Old Notes Tendered Herewith" above and signing this letter, will be deemed to have tendered the Old Notes as set forth in such box.

TENDERING HOLDER(S) SIGN HERE
(Complete accompanying IRS Form W-9 or IRS Form W-8, as applicable)

Must be signed by registered holder(s) exactly as name(s) appear(s) on certificate(s) for Old Notes hereby tendered or in whose name Old Notes are registered on the books of DTC or one of its participants, or by any person(s) authorized to become the registered holder(s) by endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the full title of such person. See Instruction 3.

_____

_____

_____

(Signature(s) of Holder(s))

_____

Date

_____

Name(s)

(Please Print)

_____

Capacity (full title)

_____

Address

(Including Zip Code)

_____

Daytime Area Code and Telephone No.

_____

Taxpayer Identification No.

GUARANTEE OF SIGNATURE(S)
(If Required—See Instruction 3)

_____

Authorized Signature

_____

Dated

_____

Name

_____

Title

_____

Name of Firm

_____

Address of Firm

(Include Zip Code)

_____

_____

Area Code and Telephone No.

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4)
(Complete accompanying IRS Form W-9 or
IRS Form W-8, as applicable)

To be completed ONLY if Exchange Notes or Old Notes not tendered are to be issued in the name of someone other than the registered holder of the Old Notes whose name(s) appear(s) above.

Issue: o Old Notes not tendered to:

o Exchange Notes to:

Name(s)

(Please Print)

Address:

(Including Zip Code)

Daytime Area Code and Telephone No.

Taxpayer Identification No.

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)
(Complete accompanying IRS Form W-9 or
IRS Form W-8, as applicable)

To be completed ONLY if Exchange Notes or Old Notes not tendered are to be delivered to someone other than the registered holder of the Old Notes whose name(s) appear(s) above, or such registered holder(s) at an address other than that shown above.

Mail: o Old Notes not tendered to:
o Exchange Notes to:

Name(s)

Address:

(Including Zip Code)

Daytime Area Code and Telephone No.

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Delivery of this Letter of Transmittal and Certificates; Guaranteed Delivery Procedures.

A holder of Old Notes may tender the same by (i) properly completing and signing this Letter of Transmittal and delivering the same, together with the certificate or certificates, if applicable, representing the Old Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth above on or prior to the Expiration Date, or (ii) complying with the procedure for book-entry transfer described below, or (iii) complying with the guaranteed delivery procedures described below.

Holders of Old Notes may tender Old Notes by book-entry transfer by crediting the Old Notes to the Exchange Agent's account at DTC in accordance with DTC's Automated Tender Offer Program ("ATOP") and by complying with applicable ATOP procedures with respect to the Exchange Offer. DTC participants that are accepting the Exchange Offer should transmit their acceptance to DTC, which will edit and verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send a computer-generated message (an "Agent's Message") to the Exchange Agent for its acceptance in which the holder of the Old Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal or the DTC participant confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter of Transmittal (including any representations and warranties) applicable to it and such beneficial owners as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent. Delivery of the Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participants identified in the Agent's Message. DTC participants may also accept the Exchange Offer by submitting a Notice of Guaranteed Delivery through ATOP.

The method of delivery of this Letter of Transmittal, the Old Notes and any other required documents is at the election and risk of the holder, and except as otherwise provided below, the delivery will be deemed made only when actually received or confirmed by the Exchange Agent. If such delivery is by mail, it is suggested that registered mail with return receipt requested, properly insured, be used. In all cases, sufficient time should be allowed to permit timely delivery. No Old Notes or Letters of Transmittal should be sent to the Issuer.

Holders whose Old Notes are not immediately available or who cannot deliver their Old Notes and all other required documents to the Exchange Agent on or prior to the Expiration Date or comply with book-entry transfer procedures on a timely basis must tender their Old Notes pursuant to the guaranteed delivery procedure set forth in the Prospectus. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Guarantor Institution (as defined below); (ii) prior to the Expiration Date, the Exchange Agent must have received from such Eligible Guarantor Institution a notice of guaranteed delivery, acceptable to the Issuer, by facsimile transmission (receipt confirmed by telephone and an original delivered by guaranteed overnight courier), or mail delivery, setting forth the name and address of the tendering holder, the names in which such Old Notes are registered, the certificate numbers of the Old Notes to be tendered, if applicable, and the amount of the Old Notes being tendered. The notice of guaranteed delivery shall state that the tender is being made and guarantee that within three New York Stock Exchange trading days after the Expiration Date, the certificates for all physically tendered Old Notes, in proper form for transfer, or a book-entry confirmation, as the case may be, together with this properly completed and duly executed Letter of Transmittal or Agent's Message with any required signature guarantees and any other documents required by this Letter of Transmittal will be deposited by the Eligible Guarantor Institution with the Exchange Agent. The Exchange Agent must receive the certificates for all physically tendered Old Notes, in proper form for transfer, or a book-entry confirmation, as the case may be, together with this properly completed and duly executed Letter of Transmittal or Agent's Message with any required signature guarantees and any other documents required by this Letter of Transmittal, within three New York Stock Exchange trading days after the Expiration Date, all as provided in the Prospectus.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of the Old Notes for exchange.

2. Partial Tenders; Withdrawals.

If less than the entire principal amount of Old Notes evidenced by a submitted certificate is tendered, the tendering holder must fill in the aggregate principal amount of Old Notes tendered in the box entitled "Description of Old Notes Tendered Herewith." A newly issued certificate for the Old Notes submitted but not tendered will be sent to such holder as soon as practicable after the Expiration Date. All Old Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise clearly indicated.

If not yet accepted, a tender pursuant to the Exchange Offer may be withdrawn prior to the Expiration Date.

To be effective with respect to the tender of Old Notes, a written notice of withdrawal must: (i) be received by the Exchange Agent at the address for the Exchange Agent set forth above before the Issuer notifies the Exchange Agent that they have accepted the tender of Old Notes pursuant to the Exchange Offer; (ii) specify the name of the person who tendered the Old Notes to be withdrawn; (iii) identify the Old Notes to be withdrawn (including the principal amount of such Old Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Old Notes and the principal amount of Old Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Old Notes exchanged; and (v) be signed by the holder in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantee). The Exchange Agent will return the properly withdrawn Old Notes promptly following receipt of notice of withdrawal. If Old Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Old Notes or otherwise comply with the book-entry transfer facility's procedures. All questions as to the validity of notices of withdrawals, including time of receipt, will be determined by the Issuer, and such determination will be final and binding on all parties.

Any Old Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Old Notes which have been tendered for exchange but which are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Old Notes tendered by book-entry transfer into the Exchange Agent's account at the book entry transfer facility pursuant to the book-entry transfer procedures described above, such Old Notes will be credited to an account with such book-entry transfer facility specified by the holder) as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Old Notes may be retendered by following one of the procedures described under the caption "The Exchange Offer—Procedures for Tendering" in the Prospectus at any time prior to the Expiration Date.

3. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) of the Old Notes tendered hereby, the signature must correspond with the name(s) as written on the face of the certificates without alteration, enlargement or any change whatsoever. If any of the Old Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Old Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal as there are different registrations of Old Notes.

When this Letter of Transmittal is signed by the registered holder or holders (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Old Notes) of Old Notes listed and tendered hereby, no endorsements of certificates or separate written instruments of transfer or exchange are required.

If this Letter of Transmittal is signed by a person other than the registered holder or holders of the Old Notes listed, such Old Notes must be endorsed or accompanied by separate written instruments of transfer or exchange in form satisfactory to the Issuer and duly executed by the registered holder, in either case signed exactly as the name or names of the registered holder or holders appear(s) on the Old Notes.

If this Letter of Transmittal, any certificates or separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Issuer, proper evidence satisfactory to the Issuer of their authority so to act must be submitted.

Endorsements on certificates or signatures on separate written instruments of transfer or exchange required by this Instruction 3 must be guaranteed by an Eligible Guarantor Institution.

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Guarantor Institution, unless Old Notes are tendered: (i) by a holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Guarantor Institution (as defined below). In the event that the signatures in this Letter of Transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantees must be by an eligible guarantor institution which is a member of a firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United States or another "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (an "Eligible Guarantor Institution"). If Old Notes are registered in the name of a person other than the signer of this Letter of Transmittal, the Old Notes surrendered for exchange must be endorsed by, or be accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Issuer, in its sole discretion, duly executed by the registered holder with the signature thereon guaranteed by an Eligible Guarantor Institution.

4. Special Issuance and Delivery Instructions.

Tendering holders should indicate, as applicable, the name and address to which the Exchange Notes or certificates for Old Notes not exchanged are to be issued or delivered, if different from the name and address of the person signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer identification number of the person named must also be indicated and, as described in Instruction 8, a duly completed IRS Form W-9 or IRS Form W-8, as applicable, must be provided. Holders tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at the book-entry transfer facility as such holder may designate.

5. Transfer Taxes.

Except as otherwise provided in this Instruction 5, the Issuer shall pay or cause to be paid all transfer taxes, if any, applicable to the transfer and exchange of Old Notes for Exchange Notes pursuant to the Exchange Offer. If, however, certificates representing Exchange Notes or Old Notes for principal amounts not tendered or accepted for exchange are to be registered or issued in the name of any person other than the registered holder of the Old Notes tendered, or if tendered Old Notes are registered in the name of any person other than the person signing the Letter of Transmittal, or if a transfer tax is imposed for any reason other than the transfer and exchange of Old Notes for Exchange Notes pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the applicable holder. If satisfactory evidence of payment of such taxes or exception therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such applicable holder.

6. Waiver of Conditions.

The Issuer reserves the absolute right to waive, in whole or in part, any of the conditions to the Exchange Offer set forth in the Prospectus.

7. Mutilated, Lost, Stolen or Destroyed Securities.

Any holder whose Old Notes have been mutilated, lost, stolen or destroyed, should contact the Exchange Agent at the address indicated below for further instructions.

8. Taxpayer Information; IRS Form W-9; IRS Form W-8.

Under U.S. federal income tax law, a holder of Exchange Notes may be subject to backup withholding on reportable payments received in respect of the Exchange Notes unless the holder provides the Exchange Agent with its correct taxpayer identification number ("TIN") and certain other information on Internal Revenue Service ("IRS") Form W-9, which is provided below, or otherwise establishes an exemption. If the Issuer is not provided with the correct TIN or an adequate basis for an exemption, a holder may be subject to a penalty imposed by the IRS, and backup withholding (currently at a rate of 28%) may apply to any reportable payments made to such holder. Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is timely provided to the IRS.

To prevent backup withholding on reportable payments in respect of the Exchange Notes, each holder that is a U.S. person for U.S. federal income tax purposes must provide such holder's correct TIN by completing the enclosed IRS Form W-9 certifying that (i) the TIN provided on the IRS Form W-9 is correct (or that such holder is awaiting a TIN), (ii) the holder is not subject to backup withholding because (x) such holder is exempt from backup withholding, (y) such holder has not been notified by the IRS that he or she is subject to backup withholding as a result of a failure to report all interest or dividends, or (z) the IRS has notified the holder that he or she is no longer subject to backup withholding, and (iii) the holder is a U.S. person for U.S. federal income tax purposes (including a U.S. resident alien). Please see the instructions to the enclosed IRS Form W-9.

Certain holders (including, among others, corporations and certain non-U.S. persons) are not subject to backup withholding. Exempt U.S. holders should indicate their exempt status on IRS Form W-9. A non-U.S. holder may qualify as an exempt recipient by submitting to the Exchange Agent a properly completed Form W-8BEN, W-8ECI, W-8EXP or W-8IMY, as the case may be, signed under penalties of perjury, attesting to that holder's exempt status. The applicable IRS Form W-8 can be obtained from the IRS website at *http://www.irs.gov*.

9. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Information Agent at the address and telephone number set forth above. In addition, all questions relating to the Exchange Offer, as well as requests for assistance or additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Information Agent at the address and telephone number indicated above.

IMPORTANT: This Letter of Transmittal (together with certificates of Old Notes or confirmation of book-entry transfer and all other required documents) or a Notice of Guaranteed Delivery must be received by the Exchange Agent on or prior to the Expiration Date.

Form **W-9**
(Rev. December 2011)

Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): o Individual/sole proprietor o C Corporation o S Corporation o Partnership o Trust/estate

o Exempt payee

o Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > .....

o Other (see instructions) >

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[_][_][_]-[_][_]-[_][_][_][_]
Employer identification number
[_][_]-[_][_][_][_][_][_][_]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** > **Date** >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

VOLUNTARY CORPORATE ACTION COY: IAC BO1

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required

to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

VOLUNTARY CORPORATE ACTION COY: IAC BO1

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

VOLUNTARY CORPORATE ACTION COY: IAC BO1

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporate or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,

• Ensure your employer is protecting your SSN, and

• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.2

FORM OF NOTICE OF GUARANTEED DELIVERY

NOTICE OF GUARANTEED DELIVERY

FOR OFFER TO EXCHANGE

**$500,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 4.75% SENIOR NOTES DUE 2022,
THE ISSUANCE OF WHICH HAS BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933,
AS AMENDED,**

FOR

A LIKE PRINCIPAL AMOUNT OF 4.75% SENIOR NOTES DUE 2022

**THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M.,
NEW YORK CITY TIME, ON , 2013 (THE "EXPIRATION DATE")
UNLESS EXTENDED.**

Registered holders of outstanding 4.75% Senior Notes due 2022 (the "Outstanding Notes") who wish to tender their Outstanding Notes in exchange for a like principal amount of new 4.75% Senior Notes due 2022 (the "Exchange Notes") and whose Outstanding Notes are not immediately available or who cannot deliver their Outstanding Notes and Letter of Transmittal (and any other documents required by the Letter of Transmittal) to Computershare Trust Company, N.A. (the "Exchange Agent") prior to the Expiration Date, may use this Notice of Guaranteed Delivery or one substantially equivalent hereto.

This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission (receipt confirmed by telephone and an original delivered by guaranteed overnight courier) or mailed to the Exchange Agent. See "Exchange Offer—Guaranteed delivery procedures" in the Prospectus.

The Exchange Agent is:

COMPUTERSHARE TRUST COMPANY, N.A.

By Mail:

**Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, Rhodes Island 02940-3011**
*By Registered, Certified or Express Mail
Or by Overnight Courier:*
**Computershare Trust Company, N.A
c/o Voluntary Corporate Actions, Suite V
250 Royall Street
Canton, MA 02021**

*By Facsimile
(for Eligible Institutions Only):*

**Computershare Trust Company, N.A.
Facsimile: (617) 360-6810
Confirm by Telephone:
(781) 575-2332**

Delivery of this Notice of Guaranteed Delivery to an address other than as set forth above or transmission via a facsimile transmission to a number other than as set forth above will not constitute a valid delivery.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Guarantor Institution (as defined in the Prospectus), such signature guarantee must appear in the applicable space provided on the Letter of Transmittal for Guarantee of Signatures.

Ladies and Gentlemen:

The undersigned hereby tenders the principal amount of Outstanding Notes indicated below, upon the terms and subject to the conditions contained in the Prospectus dated , 2013 of IAC/InterActiveCorp (the "Prospectus"), receipt of which is hereby acknowledged.

DESCRIPTION OF OUTSTANDING NOTES TENDERED

Name of Tendering Holder	Name and address of registered holder as it appears on the Outstanding Notes (Please Print)	Certificate Number(s) of Outstanding Notes Tendered (or Account Number at Book-Entry Facility)	Principal Amount of Outstanding Notes Tendered
For of Notice of Guaranteed Delivery			

SIGN HERE

Name of Registered or Acting Holder: _____

Signature(s): _____

Name(s) *(please print)*: _____

Address: _____

Telephone Number: _____

Date: _____

If Outstanding Notes will be tendered by book-entry transfer, provide the following information:

DTC Account Number: _____

Date: _____

THE FOLLOWING GUARANTEE MUST BE COMPLETED

GUARANTEE OF DELIVERY
(Not to be used for signature guarantee)

The undersigned, a member of a recognized signature guarantee medallion program within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, hereby guarantees to deliver to the Exchange Agent at its address set forth on the reverse hereof, the certificates representing the Outstanding Notes (or a confirmation of book-entry transfer of such Outstanding Notes into the Exchange Agent's account at the book-entry transfer facility), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, and any other documents required by the Letter of Transmittal within three business days after the Expiration Date (as defined in the Letter of Transmittal).

Name of Firm:

_____ _____

(Authorized Signature)

Address: **Title:**

_____ _____

Name:

_____ _____

(Zip Code) (Please type or print)

_____ _____

Area Code and Telephone No.: **Date:**

_____ _____

NOTE: DO NOT SEND OUTSTANDING NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. OUTSTANDING NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

QuickLinks

Exhibit 99.2

COMPUTERSHARE TRUST COMPANY, N.A.
SIGN HERE
THE FOLLOWING GUARANTEE MUST BE COMPLETED GUARANTEE OF DELIVERY (Not to be used for signature guarantee)

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.3

IAC/INTERACTIVECORP

OFFER TO EXCHANGE

$500,000,000 AGGREGATE PRINCIPAL AMOUNT OF 4.75% SENIOR NOTES DUE 2022 FOR ANY AND ALL OF THE OUTSTANDING 4.75% SENIOR NOTES DUE 2022

, 2013

To Brokers, Dealers, Commercial Banks,
Trust Companies and other Nominees:

As described in the enclosed Prospectus, dated , 2013 (as the same may be amended or supplemented from time to time, the "Prospectus"), and Letter of Transmittal (the "Letter of Transmittal"), IAC/InterActiveCorp, a Delaware corporation (the "Issuer") and certain subsidiaries of the Issuer (the "Guarantors"), are offering to exchange (the "Exchange Offer") an aggregate principal amount of up to $500,000,000 of 4.75% Senior Notes due 2022 (the "Exchange Notes") for any and all of the outstanding 4.75% Senior Notes due 2022 (the "Old Notes") in denominations of $2,000 and integral multiples of $1,000 in excess thereof upon the terms and subject to the conditions of the enclosed Prospectus and Letter of Transmittal. The terms of the Exchange Notes are identical in all material respects (including principal amount, interest rate and maturity) to the terms of the Old Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes are freely transferable by holders thereof. The Old Notes are unconditionally guaranteed (the "Old Guarantees") by the Guarantors, and the Exchange Notes will be unconditionally guaranteed (the "New Guarantees") by the Guarantors. Upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal, the Guarantors offer to issue the New Guarantees with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantees of the Old Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this letter, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Offer" include the Guarantors' offer to exchange the New Guarantees for the Old Guarantees, references to the "Exchange Notes" include the related New Guarantees and references to the "Old Notes" include the related Old Guarantees. The Issuer will accept for exchange any and all Old Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus.

WE URGE YOU TO PROMPTLY CONTACT YOUR CLIENTS FOR WHOM YOU HOLD OLD NOTES REGISTERED IN YOUR NAME OR IN THE NAME OF YOUR NOMINEE. PLEASE BRING THE EXCHANGE OFFER TO THEIR ATTENTION AS PROMPTLY AS POSSIBLE.

Enclosed are copies of the following documents:

1. The Prospectus;

2. The Letter of Transmittal for your use in connection with the tender of Old Notes and for the information of your clients, including an IRS Form W-9;

3. A form of Notice of Guaranteed Delivery; and

4. A form of letter, including a letter of instructions to a registered holder from a beneficial owner, which you may use to correspond with your clients for whose accounts you hold Old Notes that are registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions regarding the Exchange Offer.

Your prompt action is requested. Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2013 (the "Expiration Date"), unless the Issuer otherwise extends the Exchange Offer.

To participate in the Exchange Offer, certificates for Old Notes, together with a duly executed and properly completed Letter of Transmittal, or a timely confirmation of a book-entry transfer of such Old Notes into the account of Computershare Trust Company, N.A. (the "Exchange Agent"), at the

book-entry transfer facility, with any required signature guarantees, and any other required documents, must be received by the Exchange Agent by the Expiration Date as indicated in the Prospectus and the Letter of Transmittal. Questions and requests for assistance must be directed to Georgeson Inc. (the "Information Agent") by calling (866) 257-5415.

The Issuer will not pay any fees or commissions to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of the Old Notes pursuant to the Exchange Offer. However, the Issuer will pay or cause to be paid any transfer taxes, if any, applicable to the tender of the Old Notes to it or its order, except as otherwise provided in the Prospectus and Letter of Transmittal.

If holders of the Old Notes wish to tender, but it is impracticable for them to forward their Old Notes prior to the Expiration Date or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the Prospectus and in the Letter of Transmittal.

Any inquiries you may have with respect to the Exchange Offer should be addressed to the Exchange Agent at its address and telephone number set forth in the enclosed Prospectus and Letter of Transmittal. Additional copies of the enclosed materials may be obtained from the Information Agent.

Very truly yours,

IAC/InterActiveCorp

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM IN CONNECTION WITH THE EXCHANGE OFFER, OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS EXPRESSLY CONTAINED THEREIN.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.4

IAC/INTERACTIVECORP

OFFER TO EXCHANGE

$500,000,000 AGGREGATE PRINCIPAL AMOUNT OF
4.75% SENIOR NOTES DUE 2022 FOR
ANY AND ALL OF THE OUTSTANDING 4.75% SENIOR NOTES DUE 2022

, 2013

To Our Clients:

Enclosed for your consideration are a Prospectus, dated , 2013 (as the same may be amended or supplemented from time to time, the "Prospectus"), and a Letter of Transmittal (the "Letter of Transmittal"), relating to the offer by IAC/InterActiveCorp, a Delaware corporation (the "Issuer") and certain subsidiaries of the Issuer (the "Guarantors"), to exchange an aggregate principal amount of up to $500,000,000 of 4.75% Senior Notes due 2022 (the "Exchange Notes") for any and all of the outstanding 4.75% Senior Notes due 2022 (the "Old Notes") in denominations of $2,000 and integral multiples of $1,000 in excess thereof upon the terms and subject to the conditions of the enclosed Prospectus and Letter of Transmittal. The terms of the Exchange Notes are identical in all material respects (including principal amount, interest rate and maturity) to the terms of the Old Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes are freely transferable by holders thereof, upon the terms and subject to the conditions of the enclosed Prospectus and the related Letter of Transmittal. The Old Notes are unconditionally guaranteed (the "Old Guarantees") by the Guarantors, and the Exchange Notes are unconditionally guaranteed (the "New Guarantees") by the Guarantors. Upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal, the Guarantors offer to issue the New Guarantees with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantees of the Old Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this letter, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Offer" include the Guarantors' offer to exchange the New Guarantees for the Old Guarantees, references to the "Exchange Notes" include the related New Guarantees and references to the "Old Notes" include the related Old Guarantees. The Issuer will accept for exchange any and all Old Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus.

PLEASE NOTE THAT THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2013 (THE "EXPIRATION DATE"), UNLESS THE ISSUER EXTENDS THE EXCHANGE OFFER.

The enclosed materials are being forwarded to you as the beneficial owner of the Old Notes held by us for your account but not registered in your name. A tender of such Old Notes may only be made by us as the registered holder and pursuant to your instructions. Therefore, the Issuer urges beneficial owners of Old Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if such beneficial owners wish to tender their Old Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish to tender any or all such Old Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal. If you wish to have us tender any or all of your Old Notes, please so instruct us by completing, signing and returning to us the "Instructions to Registered Holder from Beneficial Owner" form that appears below. We urge you to read the Prospectus and the Letter of Transmittal carefully before instructing us as to whether or not to tender your Old Notes.

The accompanying Letter of Transmittal is furnished to you for your information only and may not be used by you to tender Old Notes held by us and registered in our name for your account or benefit.

If we do not receive written instructions in accordance with the below and the procedures presented in the Prospectus and the Letter of Transmittal, we will not tender any of the Old Notes on your account.

INSTRUCTIONS TO REGISTERED HOLDER FROM BENEFICIAL OWNER

The undersigned beneficial owner acknowledges receipt of your letter and the accompanying Prospectus dated , 2013 (as the same may be amended or supplemented from time to time, the "Prospectus"), and a Letter of Transmittal (the "Letter of Transmittal"), relating to the offer (the "Exchange Offer") by IAC/InterActiveCorp, a Delaware corporation (the "Issuer") and certain subsidiaries of the Issuer (the "Guarantors") to exchange an aggregate principal amount of up to $500,000,000 of its 4.75% Senior Notes due 2022 (the "Exchange Notes") for any and all of its outstanding 4.75% Senior Notes due 2022 (the "Old Notes"), upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you, the registered holder, to tender the principal amount of the Old Notes indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal.

Principal Amount Held for Account Holder(s)	Principal Amount to be Tendered*

* Unless otherwise indicated, the entire principal amount held for the account of the undersigned will be tendered.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, it is understood that you are authorized (a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Old Notes, including but not limited to the representations that the undersigned (i) is not an "affiliate," as defined in Rule 405 under the Securities Act of 1933, of the Issuer or the Guarantors, (ii) is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any person to participate in, a distribution of Exchange Notes, (iii) is acquiring the Exchange Notes in the ordinary course of its business and (iv) is not a broker-dealer tendering Old Notes acquired for its own account directly from the Issuer. If a holder of the Old Notes is an affiliate of the Issuer or the Guarantors, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder may not rely on the applicable interpretations of the staff of the Securities and Exchange Commission relating to exemptions from the registration and prospectus delivery requirements of the Securities Act of 1933 and must comply with such requirements in connection with any secondary resale transaction.

SIGN HERE

Dated: _____

Signature(s): _____

Print Name(s): _____

Address: _____

(Please include Zip Code)

Telephone Number _____

(Please include Area Code)

Tax Identification Number or Social Security Number: _____

My Account Number With You: _____

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