

EXHIBIT 97

UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEAL

From: Sam Yagan <sam@okcupid.com>
Sent: Friday, March 13, 2015 4:08 PM
To: Konstantinos Papamiltiadis; Sam Yagan
Cc: Ime Archibong
Subject: Re: Intro

I am back at work 3/23, but I guess can make an exception if you have new info to share.

Sam

----- Original message-----

From: Konstantinos Papamiltiadis

Date: Fri, Mar 13, 2015 6:05 PM

To: Sam Yagan;

Cc: Ime Archibong;

Subject: Re: Intro

When is the earliest we can talk?

On 3/13/15, 4:04 PM, "Sam Yagan" <sam@okcupid.com> wrote:

>Fyi: I am on vacation next week...

>

>

>Sam

>

>

>----- Original message-----

>

>From: Konstantinos Papamiltiadis

>

>Date: Fri, Mar 13, 2015 5:14 PM

>

>To: Sam Yagan;

>

>Cc: Ime Archibong;

>

>Subject: Re: Intro

>

>

>+ lme

>

>How about we have a call on Monday? I would like to have lme join us as
>well; he leads Global Partnerships here at Facebook and I have the
>pleasure to work for him.

>

>Thanks a lot,
>konstantinos

>

>

>From: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>
>Date: Friday, March 13, 2015 at 2:29 PM
>To: Konstantinos Papamiltiadis
><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>
>Subject: RE: Intro

>

>We should talk. This isn't getting us very far.

>

>Sam

>

>From: Konstantinos Papamiltiadis [mailto:kpapamiltiadis@fb.com]
>Sent: Friday, March 13, 2015 4:29 PM
>To: Sam Yagan
>Subject: Re: Intro

>

>Hello Sam,

>

>We have been looking at creating some immediate benefit here, in the
>interest of unlocking the situation re Tinder being considered for the
>Audience Network sooner. In other words, if we invested the resources
>to add the app blocking capability for advertisers within a month as
>opposed to H2, would that have sufficient value?

>

>Let me know,

>kp

>

>From: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>
>Date: Thursday, March 12, 2015 at 11:18 AM
>To: Konstantinos Papamiltiadis
><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>
>Subject: RE: Intro

>

>Konstantinos - We do massive business together. There's a long list of
>ways to enhance that. ³Unblocking Tinder's monetization² possibilities
>isn't really a productive approach. Honestly, you guys are chasing US
>to do that deal, not the other way around. We're happy to go with
>someone else if you consider that such a big give; that's not the
>impression I got from the people I'm negotiating with.

>

>Best,
>Sam

>

>From: Konstantinos Papamiltiadis [mailto:kpapamiltiadis@fb.com]
>Sent: Thursday, March 12, 2015 1:16 PM
>To: Sam Yagan
>Subject: Re: Intro
>
>I accept that what we have to offer may not be compelling enough for
>you, which is why I have asked for your help to understand what would
>make our proposal compelling.
>
>Do you have any thoughts here?
>
>Thanks a lot, Sam.
>
>konstantinos

>
>From: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>
>Date: Thursday, March 12, 2015 at 11:11 AM
>To: Konstantinos Papamiltiadis
><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>
>Subject: RE: Intro
>
>Konstantinos - We are very confident in the validity of our trademark
>and our success against any opposition. I'm not sure what you're
>trying to accomplish by continuing to reiterate that.
>
>So far you've offered an amount of money that is irrelevant to our
>companies. You've also offered no material non-financial consideration.
>
>Am I missing something?
>
>Best,
>Sam

>
>From: Konstantinos Papamiltiadis [mailto:kpapamiltiadis@fb.com]
>Sent: Thursday, March 12, 2015 1:10 PM
>To: Sam Yagan
>Subject: Re: Intro
>
>I am still not sure what would make the proposal compelling for you.
>Can you help me out here?
>
>We have been working with Sean and his team in true partnership spirit
>all this time, delivering value that we think is far greater than this
>trademark, so I want to ensure we continue working together
>cooperatively and I would appreciate your transparency here.
>
>As a side note, it's worth reminding you that the current deadline to
>oppose Tinder's pending trademark application is March 18. We'd
>obviously prefer to reach a deal before that deadline. If we have to
>file the opposition, we may still be able to come to a coexistence
>arrangement, but we will no longer be interested in acquiring your

>trademark application and any common law rights you may have in
>³Moments.²

>

>From: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>

>Date: Thursday, March 12, 2015 at 10:38 AM

>To: Konstantinos Papamiltiadis

><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>

>Subject: RE: Intro

>

>Konstantinos - Ok, these are very unconvincing, which I can only take

>as a reflection that this matter isn't that important to you. Is that

>appropriate?

>

>Sam

>

>

>From: Konstantinos Papamiltiadis [mailto:kpapamiltiadis@fb.com]

>Sent: Thursday, March 12, 2015 12:33 PM

>To: Sam Yagan

>Subject: Re: Intro

>

>In the short term, Tinder can use our mobile SSP (to be launched in a

>couple of weeks time) that would allow them aggregate ads from direct

>sales as well as other buyers of inventory. In the mid term, we are

>committed to consider Tinder for the Audience Network (Q3 most

>probably), pending the introduction of a feature for the advertisers

>that would let them select which apps their ads can show up. I am not

>sure if you can consider this proposal non-monetary, as it will

>unlock Tinder's monetization possibilities, but I thought it would be

>helpful to share with you.

>

>konstantinos

>

>

>From: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>

>Date: Thursday, March 12, 2015 at 9:40 AM

>To: Konstantinos Papamiltiadis

><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>

>Subject: RE: Intro

>

>Konstantinos - I've yet to see a proposal for any non-monetary

>compensation.

>

>Sam

>

>From: Konstantinos Papamiltiadis [mailto:kpapamiltiadis@fb.com]

>Sent: Thursday, March 12, 2015 11:38 AM

>To: Sam Yagan

>Subject: Re: Intro

>

>Hello Sam,

>

>I want to ensure there are no grey areas here! Let me know if we can
>jump on a call to discuss this today.
>
>Thanks a lot,
>konstantinos
>
>
>From: Konstantinos Papamiltiadis
><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>
>Date: Wednesday, March 11, 2015 at 5:34 PM
>To: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>
>Subject: Re: Intro
>
>The new app is related to photo sharing. It's meant to allow users to
>share photos with small groups of close friends. A user can share all
>the photos in raw form, before they can curate to share them in social
>apps or with broader audiences. So in other words, pretty different
>from Moments within Tinder and as such we don't believe there will be
>any confusion; however I am open to discuss the details with Sean and
>Jonathan and figure our ways we can avoid any potential confusion
>within the respective product.
>
>I was not sure there was a question about compensation, apologies; in
>my mind we have been working collaboratively with Sean and the team in
>good faith for the past 16 or so months! He is a member of a trusted
>group of advisers for our platform (Developer Advisory Board) and based
>on our commitment to provide a great and safe experience for the Tinder
>users, we have developed two new APIs that effectively allow Tinder to
>maintain parity of the product in the new API world.
>
>konstantinos
>
>From: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>
>Date: Wednesday, March 11, 2015 at 5:23 PM
>To: Konstantinos Papamiltiadis
><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>
>Subject: RE: Intro
>
>Konstantinos - Without divulging too much, is the product similar to
>our MOMENTS product? Will it cause confusion? These are basic
>questions that I don't understand why you aren't more candid in answering.
>
>Also, you didn't respond to the other half of my email re: compensation?
>
>Best,
>Sam
>
>From: Konstantinos Papamiltiadis [mailto:kpapamiltiadis@fb.com]
>Sent: Wednesday, March 11, 2015 7:21 PM
>To: Sam Yagan
>Subject: Re: Intro
>

>Hello Sam,
>
>Fair question! In principle, we want to ensure that we can use the word
>³Moments² to name a new product we have in the making without exposing
>ourselves to any risks. In the US Tinder has filled an application for
>it, so all we are asking for is to let us use the term (co-exist), for
>the rest of world, we intend to file the application and let you use it
>in return.
>
>I hope this helps,
>konstantinos
>
>
>From: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>
>Date: Wednesday, March 11, 2015 at 5:13 PM
>To: Konstantinos Papamiltiadis
><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>
>Subject: RE: Intro
>
>Hi Konstantinos -
>
>I'm still looking to understand what you're going to do with the mark,
>which is obviously central to our ongoing use of the mark.
>
>Also, I'm not really interested in cash compensation; I'm interested in
>a deepening of the good faith and trust in our relationship.
>
>Just don't want you to get on a plane if we don't even have the basics
>covered.
>
>Thanks,
>Sam
>
>From: Konstantinos Papamiltiadis [mailto:kpapamiltiadis@fb.com]
>Sent: Wednesday, March 11, 2015 6:59 PM
>To: Sam Yagan
>Subject: Re: Intro
>
>Hello Sam,
>
>We have 2 options here that I think Sean may have shared with you
>already but here again for completeness:
>
>Model 1: Assignment and license back
>
> * Tinder assigns all rights and interest in the name and trademark
>MOMENTS to Facebook, including to take all necessary steps to prosecute
>US Trademark Ser. No. 86159457 to registration, and assign it to
>Facebook thereafter. Tinder to identify, maintain, and assign any other
>active trademark applications or registrations for MOMENTS.
> * Facebook pays Tinder a reasonable compensation for this assignment.
> * Facebook licenses back to Tinder the right to use the name MOMENTS

>in connection with a photo sharing feature of its Tinder mobile app for
>a
>50 year renewable term.
> * Facebook will seek trademark protection for MOMENTS internationally
>at its discretion, and Tinder's license will extend to any territories
>where Facebook secures rights.
> * Facebook maintains the exclusive right to enforce the trademark
>MOMENTS at its discretion, but will consider in good faith any
>infringing uses that Tinder brings to Facebook's attention.
>Model 2: Coexistence
>
> * The parties agree to coexist, worldwide. Specifically, Tinder
>agrees not to take any action against Facebook for use of the name
>MOMENTS in connection with a photo sharing product.
> * The parties agree to work together to avoid any likelihood of
>confusion.
> * Tinder may maintain its US Trademark Ser. No. 86159457 at its
>discretion, and may make any new filings in its discretion, but will
>not assert such filings against Facebook.
> * Facebook may seek trademark protection for MOMENTS at its
>discretion in jurisdictions where Tinder has no existing filings, but
>will not assert such filings against Tinder.
>My understanding is that you already reviewed Model 1 and you decided
>to maintain ownership of the Trademark and not sell it to us which is fine.
>However, I am trying to establish if we can consider Option 2. In this
>scenario, we can both use the term moments in our respective products,
>you maintain the US trademark and you let us seek protection in other
>jurisdictions.
>
>I am more than happy to jump on a call to discuss this further with you!
>More importantly, I can fly to Chicago on Monday if that will help us
>close the deal. I want to ensure we have a holistic conversation about
>this relationship during which I can explain the steps we are taking to
>ensure both ends are happy with this partnership.
>
>Thanks a lot,
>konstantinos
>
>From: Sam Yagan <sam@okcupid.com<mailto:sam@okcupid.com>>
>Date: Wednesday, March 11, 2015 at 3:27 PM
>To: Konstantinos Papamiltiadis
><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>
>Subject: RE: Intro
>
>Hi Konstantinos -
>
>We want to be accommodating and flexible, out of respect for the deep
>relationship our companies have. I'm not exactly sure what you're
>asking us to do (give you a license to the mark, sell you the mark,
>etc.), I need to understand what you plan to use the mark for, and what
>accommodations you plan to make back to us for continued use of the mark.
>

>Thanks,
>Sam
>
>From: Konstantinos Papamiltiadis [mailto:kpapamiltiadis@fb.com]
>Sent: Tuesday, March 10, 2015 5:25 PM
>To: sean@seanrad.com<mailto:sean@seanrad.com>; Sam Yagan
>Subject: Re: Intro
>
>Thanks a lot, Sean.
>
>Sam, great to connect with you. Please let me know when it would be
>convenient for you to discuss how we can reach a mutually beneficial
>agreement re the trademark.
>
>Best,
>kp
>
>
>
>From: "sean@seanrad.com<mailto:sean@seanrad.com>"
><sean@seanrad.com<mailto:sean@seanrad.com>>
>Date: Tuesday, March 10, 2015 at 2:33 PM
>To: Konstantinos Papamiltiadis
><kpapamiltiadis@fb.com<mailto:kpapamiltiadis@fb.com>>, Sam Yagan
><sam@okcupid.com<mailto:sam@okcupid.com>>
>Subject: Intro
>
>KP, please meet Sam Yagan, one of Tinder's board members.
>I think it's worth while for you both to connect directly to discuss
>the Moments trademark.
>
>
>Sean Rad Founder & CEO, Tinder