# **JP \$615.00 316066**8

## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MeetMe, Inc.	FORMERLY Insider Guides, Inc.	04/29/2013	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3160669	MY YEARBOOK
Registration Number:	3284704	MYYEARBOOK
Registration Number:	3400635	BATTLES
Registration Number:	3437395	LUNCH MONEY
Registration Number:	3489770	SOCIALSAFETY.ORG
Registration Number:	3546943	МЕЕТМЕ
Registration Number:	3625654	OWNED!
Registration Number:	3736796	MYYEARBOOK YOU'VE GOT FRIENDS!
		TRADEMARK

REEL: 005019 FRAME: 0365

900254094 REEL: 005019

Registration Number:	3890471	COOLAPPS
Registration Number:	3905305	SOCIAL THEATER
Registration Number:	3915011	MYYEARBOOK.COM
Registration Number:	3931997	CURRENCYCONNECT
Registration Number:	3933510	FRIENDS. FLIRTS. FUN.
Serial Number:	85257284	LIVEBOX
Serial Number:	85456113	MEETME
Serial Number:	85494549	WHERE NEW FRIENDS MEET
Serial Number:	85494554	WHO WILL YOU MEET?
Serial Number:	85508189	THE BETTER PLACE TO MEET
Serial Number:	85544780	MEETME
Serial Number:	85588392	MEET ME
Serial Number:	85692209	SOCIALVERIFY
Serial Number:	85692212	IT'S A PARTY ON YOUR PHONE!
Serial Number:	85879203	MEETU
Serial Number:	85897894	FUZZY

#### **CORRESPONDENCE DATA**

**Fax Number**: 4157774961

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 415 981 1400

Email: gkiviat@grmslaw.com
Correspondent Name: Jeffrey T. Klugman

Address Line 1: Four Embarcadero Center, Suite 4000
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	48046/0043 T
NAME OF SUBMITTER:	Jeffrey T. Klugman
Signature:	/Jeffrey T. Klugman/
Date:	05/01/2013

Total Attachments: 14

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 29, 2013, by and between MEETME, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

#### **RECITALS**

- A. Pursuant to that certain Loan and Security Agreement of even date herewith (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Loan Agreement") between Grantor, as borrower, and each of VLL6 and VLL7, as lender, VLL6 and VLL7 agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.
- B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

## NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. <u>Grant of Security Interest.</u> As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "<u>Collateral</u>" for purposes of this Agreement):
- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on <a href="Exhibit A">Exhibit A</a> attached hereto (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents"):
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations

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and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <a href="Exhibit C">Exhibit C</a> attached hereto (collectively, the "Trademarks");

- (d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

- 2. <u>Covenants and Warranties</u>. Grantor represents, warrants, covenants and agrees as follows:
- (a) Grantor is now the sole owner of the Collateral, except for (i) exclusive or non-exclusive licenses or sublicenses granted by Grantor in the ordinary course of business and (ii) Permitted Liens;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

- (c) To its knowledge, each of the granted Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;
- (d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any Patents, Trademarks and Copyrights granted by the U.S. Patent & Trademark Office or the U.S. Copyright Office during such fiscal quarter;
- (e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights and (ii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business:
- (f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and
- (g) Except in the ordinary course of business, Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Except in the ordinary course of business, Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

#### 3. Further Assurances; Attorney in Fact.

- (a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.
- (b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by

Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

- 4. <u>Events of Default</u>. The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this Agreement.
- 5. <u>Amendments</u>. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.
- 6. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 7. <u>Termination</u>. Upon the payment in full of the Obligations, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party shall, at Grantor's reasonable expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination
- 8. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL6, on the one hand, and Grantor and VLL7, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL6 and VLL7. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL6 and VLL7, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL6 and VLL7, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL6 and/or VLL7 independently of one another. The security interests granted by Grantor to each of VLL6 and VLL7 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.
- 9. <u>Loan Agreement</u>. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

[Signature Pages Follow]

## [Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

	GRANTOR:
Address of Grantor:	MEETME, INC.
100 Union Square Drive New Hope, PA 18938 Attn: General Counsel	By: Name: Cest Green Its:
Address of Secured Party:	SECURED PARTY: VENTURE LENDING & LEASING VI, INC.
104 La Mesa Drive #102 Portola Valley, CA 94028 Attn: Chief Financial Officer	By:
Address of Secured Party:	SECURED PARTY: VENTURE LENDING & LEASING VII, INC.
104 La Mesa Drive #102 Portola Valley, CA 94028 Attn: Chief Financial Officer	By:  Name:  Its:

# [Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written. GRANTOR: Address of Grantor: MEETME, INC. 100 Union Square Drive By: New Hope, PA 18938 Attn: General Counsel Name: Its: Address of Secured Party: SECURED PARTY: VENTURE LENDING & LEASING VI, INC. 104 La Mesa Drive #102 By: Portola Valley, CA 94028 Attn: Chief Financial Officer Name: Its: Vice President Address of Secured Party: SECURED PARTY: VENTURE LENDING, LEASING VII, INC. 104 La Mesa Drive #102 By: Portola Valley, CA 94028 Attn: Chief Financial Officer Name:

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Its:

Vice President

# Exhibit A – Copyrights

None.

## Exhibit B - Patents

Cook, Geoffrey, Social Discovery System Using Computing Device Proximity (Pending, 2013). Application Number: 13735803

## Exhibit C - Trademarks / Service Marks

See attached.

MeetMe, Inc. Global Trademark List

April 17, 2013

- 1000				SUGGET COMMISS				:
Country	Trademark	Status	App Number	Filing Date	Reg Number	Reg Date	Class	Owner Name
Argentina	MEETWE	Pending	3122578	10/17/2011			45 Int.	Mike Johnson (US Citizen)
Argentina	MEETME	Published	3122577	10/17/2011			09 Int.	Mike Johnson (US Indiv.)
Australia	LUNCH MONEY (WIPO)	Pending	1462527	10/11/2011			41 Int.	Insider Guides LLC (DE LLC)
Australia	MEETME	Registered	1454200	10/14/2011 1454200	454200	10/22/2012	10/22/2012 09 Int., 45 Int.	MeetMe, Inc. (DE Corp)
Austria	MYYEARBOOK (WIPO)	Registered	995650	10/24/2008 995650	95650	10/24/2008 45 Int.	45 Int.	Insider Guides, Inc. (DE Corp)
Brazil	MEETME	Published	831242990	10/17/2011			09 Int.	Mike Johnson (US Indiv.)
Brazil	MEETME	Published	831243007	10/17/2011			45 Int.	Mike Johnson (US Indiv.)
Canada	LUNCH MONEY	Published	1548490	10/13/2011				Insider Guides LLC (DE LLC)
Canada	MEETME	Published	1548859	10/17/2011	200			MeetMe, Inc. (DE Corp)
Canada	MYYEARBOOK	Registered	1419252	11/24/2008 TMA788767	.MA788767	1/26/2011		Insider Guides, Inc. (DE Corp)
China (People's Republic)	MYYEARBOOK (WIPO)	Registered	995650	10/24/2008 995650	95650	10/24/2008 45 Int.	45 Int.	Insider Guides, Inc. (DE Corp)
Colombia	MEETME	Registered	2011137461	10/14/2011 449093	49093	5/30/2012 09 Int.	09 Int.	Mike Johnson (US Indiv.)
Colombia	MEETME	Registered	2011137493	10/14/2011 449081	49081	5/30/2012 45 Int.	45 Int.	Mike Johnson (US Indiv.)
European Community	FUZZY	Pending	011724267	4/9/2013			09 Int., 38 Int., 42 Int.	MeetMe, Inc. (DE Corp)
European Community	LUNCH MONEY (WIPO)	Registered	1097315	10/11/2011 1097315	097315	10/11/2011 41 Int	41 Int.	Insider Guides LLC (DE LLC)
European Community	MEET ME (AND DESIGN)  MEET ME :	Registered	011120896	8/15/2012 011120896	11120896	2/22/2013	2/22/2013 09 Int., 42 Int., 45 Int.	MeetMe, Inc. (DE Corp)
European Community	меетме	pesoddO	010341337	10/14/2011		and additional for the Management of the Control of	09 Int., 45 Int.	MeetMe, Inc. (DE Corp)

Country	Trademark	Status	App Number	Filing Date	Reg Number	Reg Date	Class	Owner Name
European Community	MEETME (AND DESIGN) (Color)  MEELMES	Registered 004486726	004486726	5/30/2005	5/30/2005 004486726	7/10/2006	7/10/2006 38 Int., 41 Int., 45 Int.	MeetMe, Inc. (DE Corp)
European Community	MEETSTREET (WIPO)	Registered 1113831	1113831	10/18/2011 1113831	1113831	10/18/2011	10/18/2011 09 Int., 42 Int., 45 Int.	Mike Johnson (US Indiv.)
European Community	MYYEARBOOK (WIPO)	Registered	995650	10/24/2008 995650	995650	10/24/2008 45 Int	45 Int.	Insider Guides, Inc. (DE Corp)
France	MEETME	Registered 123915678	123915678	4/24/2012	4/24/2012 123915678	4/24/2012	4/24/2012   09 Int., 41 Int.	MeetMe, Inc. (DE Corp)
India	MEETME	Pending	2220595	10/17/2011		anni i cha Mara anni M	09 Int., 41 Int.	Mike Johnson (US Indiv.)
Int'l Registration - Madrid Protocol Only	LUNCH MONEY	Registered	A0026674	10/11/2011 1097315	1097315	10/11/2011 41 lnt.	41 Int.	Insider Guides LLC (DE LLC)
Int'l Registration - Madrid Protocol Only	MEETSTREET	Registered	A0026770	10/19/2011 1113831	1113831	10/19/2011	10/19/2011 09 Int., 42 Int., 45 Int.	Mike Johnson (US Indiv.)
Int'l Registration - Madrid Protocol Only	MYYEARBOOK	Registered	A0014250	10/24/2008 995650	995650	10/24/2008 45 Int	45 Int.	Insider Guides, Inc. (DE Corp)
Israel	MEETWE	Pending	246078	4/24/2012		aranining and an angular services and an angular servi	09 Int., 41 Int.	Mike Johnson (US citizen)
Italy	MEETME	Registered	MI2012C004416	4/26/2012	4/26/2012 0001517115	11/6/2012	11/6/2012 09 Int., 41 Int.	Mike Johnson (US citizen)
Japan	MEETME	Registered	2012-33160	4/25/2012 5553283	5553283	2/1/2013 45 Int.	45 Int.	MeetMe, Inc. (DE Corp)
Korea, Republic of	MEETME	Pending	45-2012- 0002130	4/24/2012	And the second second	emperatura de la Principa de P	09 Int., 41 Int.	Mike Johnson (US citizen)
Malaysia	MEETME	Pending	2012006814	4/24/2012		-	41 Int.	Mike Johnson (US citizen)
Malaysia	MEETME (STYLIZED)	Pending	2012006813	4/24/2012			09 Int.	Mike Johnson (US citizen)
Mexico	MEETME	Registered	1220210	10/14/2011 1275261	1275261	3/26/2012 09 Int	09 Int.	Mike Johnson (individual)
Mexico	MEETME	Pending	1220211	10/14/2011		-	45 Int.	Mike Johnson (individual)
Peru	MEETME	Registered	Registered mm10/18/2011	10/18/2011 70497	70497	2/28/2012 45 Int	45 Int.	Mike Johnson (US Indiv.)

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Country	Trademark	Status	App Number	Filing Date	Reg	Reg Date	Class	Owner Name
Peru	MEETME	Registered	470957	10/18/2011	185231	2/29/2012 09 Int	39 Int.	Mike Johnson (US Indiv.)
Philippines	MEETME	Pending	42012005053	4/25/2012			09 Int., 41 Int.	Mike Johnson (US citizen)
Russian Federation	MEETME	Pending	2012713219	4/24/2012			09 Int., 45 Int.	Mike Johnson (US citizen)
Singapore	MEETWE	Pending	T1205893C	4/25/2012	COLUMN ANNIHOLOGY OF THE STREET		09 Int., 45 Int.	MeetMe, Inc. (DE Corp)
Spain	MEETWE	Published	03028104/0	4/25/2012			09 Int., 45 Int.	Mike Johnson (US citizen)
Thailand	MEETME	Pending	843968	4/24/2012	ELECTION DE LA CONTRACTION DEL CONTRACTION DE LA		09 Int.	Mike Johnson (US citizen)
Thailand	MEETME	Pending	843969	4/24/2012			41 Int.	Mike Johnson (US citizen)
Turkey	MEETME	Pending	2012/38645	4/25/2012			09 Int., 41 Int.	Mike Johnson (US citizen)
United Kingdom	MEETME	Pending	2618966	4/25/2012			09 Int., 41 Int.	MeetMe, Inc. (DE Corp)
United Kingdom	MEETWE (AND DESIGN) <b>MEETME</b> :	Registered	2634075	9/10/2012 2634075	2634075	1/18/2013	1/18/2013   09 Int., 42 Int., 45 Int.	Mike Johnson (US citizen)
United States of America	BATTLES	Registered	Registered 77/050006	11/22/2006 3400635	3400635	3/25/2008 42 Int.	42 Int.	Insider Guides, Inc. (DE Corp)
United States of America	COOLAPPS	Registered 77/268601	77/268601	8/30/2007 3890471	3890471	12/14/2010 42 Int.	42 Int.	Insider Guides, Inc. (DE Corp)
United States of America	CURRENCYCONNECT	Registered	Registered 77/836659	9/28/2009 3931997	3931997	3/15/2011 42 Int.	42 Int.	Insider Guides, Inc. (DE Corp)
United States of America	FRIENDS. FLIRTS. FUN.	Registered	Registered 77/919722	1/25/2010 3933510	3933510	3/22/2011 45 Int.	45 Int.	Insider Guides, Inc. (DE Corp)
United States of America	FUZZY	Pending	85/897894	4/8/2013			09 Int., 38 Int., 42 Int.	MeetMe, Inc. (DE Corp)
United States of America	IT'S A PARTY ON YOUR PHONE!	Pending	85/692212	8/1/2012			09 Int., 35 Int., 38 Int., 41 Int., 42 Int., 45 Int.	MeetMe, Inc. (DE Corp)
United States of America	LIVEBOX	Published	85/257284	3/3/2011	NO CONTRACTOR DE		09 Int., 45 Int.	Insider Guides, Inc. (DE Corp)
United States of America	LUNCH MONEY	Registered	Registered 77/207655	6/15/2007 3437395	3437395	5/27/2008 41 Int	41 Int.	Insider Guides LLC (DE LLC)

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Country	Trademark	Status	App Number	Filing Date	Reg Number	Reg Date	Class	Owner Name
United States of America	MEET ME	Published	85/588392	4/3/2012			09 Int., 38 Int., 42 Int., 45 Int.	MeetMe, Inc. (DE Corp)
United States of America	MEETME	Published	85/456113	10/25/2011			09 Int., 45 Int.	MeetMe, Inc. (DE Corp)
United States of America	MEETME	Registered	78/883323	5/15/2006 3546943	3546943	12/16/2008 45 Int.	45 Int.	MeetMe, Inc. (DE Corp)
United States of America	MEETME (AND DESIGN) <b>Meetme:</b>	Suspended 85/544780	85/544780	2/16/2012			09 Int., 42 Int., 45 Int.	MeetMe, Inc. (DE Corp)
United States of America	MEETU	Pending	85/879203	3/18/2013	mad destructional destructions (MARCO)		09 Int., 42 Int., 45 Int.	MeetMe, Inc. (DE Corp)
United States of America	MY YEARBOOK	Registered	78/582207	3/7/2005 3160669	3160669	10/17/2006 45 Int.	45 Int.	Insider Guides LLC (DE LLC)
United States of America	MYYEARBOOK	Registered	77/039944	11/8/2006 3284704	3284704	8/28/2007 45 Int.	45 Int.	Insider Guides, Inc. (DE Corp)
United States of America	MYYEARBOOK YOU'VE GOT FRIENDS! (AND DESIGN)  Mylog-Lesk  YOU'VE GOT FRIENDS!	Registered 77/758432	<i>7717</i> 58432	6/12/2009 3736796	3736796	1/12/2010 45 Int		Insider Guides, Inc. (DE Corp)
United States of America	MYYEARBOOK.COM	Registered	77/842325	10/6/2009 3915011	3915011	2/1/2011 45 Int	45 Int.	Insider Guides, Inc. (DE Corp)
United States of America	OWNED!	Registered	77/449459	4/16/2008 3625654	3625654	5/26/2009 42 Int.	42 Int.	Insider Guides, Inc. (DE Corp)
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United States of America	SOCIAL SAFETY. ORG	Registered 77/198828	77/198828	6/6/2007	6/6/2007 3489770	8/19/2008 42 Int.	42 Int.	Insider Guides, Inc. (DE Corp)
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United States of America	THE BETTER PLACE TO MEET	Published	85/508189	1/4/2012	THE STATE OF THE S		09 Int., 42 Int., 45 Int.	MeetMe, Inc. (DE Corp)
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United States of America	WHO WILL YOU MEET?	Pending	85/494554	12/13/2011			09 Int., 42 Int., 45 Int.	Insider Guides, Inc.

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/enezuela	MEETME	Pending 8360-2012	8360-2012	4/25/2012		09 Int.	Mike Johnson (US citizen)
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/ietnam	MEETWE	Pending	4-2012-07983	4/24/2012		09 Int., 45 Int.	Mike Johnson (US citizen)