

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spark Networks USA, LLC		01/22/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Mike Field		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Serial Number:	86744557	JLIFE	
Serial Number:	86227051	GET CHOSEN	
Serial Number:	86249835	JPIX	
Serial Number:	85203436	JBLOG	
Serial Number:	85760941	CHRISTIANMINGLE .COM	
Serial Number:	85760931	S SPARK NETWORKS IGNITING RELATIONSHIPS	
Serial Number:	85760927	S	
Serial Number:	85661021	DAILY BIBLE VERSE	
Serial Number:	85660935	CHRISTIAN CARDS .NET	
Serial Number:	85640278	FAITH COM	
Serial Number:	85640269	FAITH.COM	
Serial Number:	85472908	GOSPEL MEDIA GROUP	
Serial Number:	85462408	JDATE WALKING	
Serial Number:	85407672	YID DISH	
Serial Number:	85397826	JMOM	
Serial Number:	85389597	JDOLLARS	
Serial Number:	85338808	FIND GOD'S MATCH FOR YOU	
Serial Number:	85222524	THE CHOSEN DEALS	
TRADEMARK			

CH \$1590.00 86744557

Property Type	Number	Word Mark
Serial Number:	85222519	JPICKS
Serial Number:	85140262	SINGLESENIORSMEET
Serial Number:	85095265	A FUN SITE FOR SERIOUS DATERS
Serial Number:	78890463	JMAG
Serial Number:	78642853	SINGLE PARENTS MINGLE
Serial Number:	78642852	MILITARY SINGLES CONNECTION
Serial Number:	78642851	LDS MINGLE
Serial Number:	78642850	JEWISH MINGLE
Serial Number:	78642849	BBW PERSONALS PLUS
Serial Number:	78545221	SPARK NETWORKS
Serial Number:	78545220	SPARK
Serial Number:	78517368	SPARK NETWORKS
Serial Number:	78511619	LDSSINGLES.COM
Serial Number:	78400837	HELPING PEOPLE CLICK
Serial Number:	78349144	SILVER SINGLES
Serial Number:	78392827	CHRISTIANMINGLE
Serial Number:	78205640	BLACKSINGLES.COM
Serial Number:	78446839	SPARK
Serial Number:	78349142	CLICK?
Serial Number:	78349141	CLICK!
Serial Number:	77919510	JREWARDS
Serial Number:	77899177	IGNITE YOUR POSSIBILITIES
Serial Number:	77899171	IGNITING RELATIONSHIPS
Serial Number:	77880276	JDATE TV
Serial Number:	77824918	BUILDING THE JEWISH COMMUNITY FOR OVER A
Serial Number:	77824877	MORE TO LOVE
Serial Number:	77824863	DON'T ATONE ALONE
Serial Number:	77813490	JDATE MOBILE
Serial Number:	77764233	PRODUCT OF JDATE
Serial Number:	77028673	JDATE
Serial Number:	77028829	JDATER
Serial Number:	77028678	JDATING
Serial Number:	76610211	COMPASS
Serial Number:	76262730	LDSSO
Serial Number:	76028092	FACELINK
Serial Number:	76028090	FACELINK
Serial Number:	75784874	MATCHNET
Serial Number:	75784815	JDATE

Property Type	Number	Word Mark
Serial Number:	75784813	AMERICAN SINGLES
Serial Number:	75678447	SUREMATCH
Serial Number:	75661634	PEOPLE YOU CLICK WITH
Serial Number:	75602339	JUSTPLAY!
Serial Number:	75553071	WHERE PEOPLE CONNECT
Serial Number:	85177136	BELIEVE.COM
Serial Number:	85177147	BELIEVE.COM

CORRESPONDENCE DATA

Fax Number: 8586385130

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 355157-246

NAME OF SUBMITTER: Troy Zander

SIGNATURE: /s/ Troy Zander

DATE SIGNED: 02/12/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 22, 2016, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and SPARK NETWORKS USA, LLC, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender, Grantor, SPARK NETWORKS, INC., LOV USA, LLC, SMOOCH LABS, INC., MINGLEMATCH, INC., HURRYDATE, LLC, KIZMEET, INC., SN HOLDCO, LLC, SN EVENTS, INC. and SPARK SOCIALNET, INC.. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) 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;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

provided, that the security interest granted in this Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any rights under any lease, instrument, contract or agreement of Grantor to the extent that the granting of a security interest therein would, under the express terms of such lease, instrument, contract or agreement, (A) be prohibited or restricted or (B) result in a breach of the terms of, constitute a default under or result

in a termination of any such lease, instrument, contract or agreement governing such right, unless (x) such prohibition or restriction is not enforceable or is otherwise ineffective under applicable law or (y) consent to such security interest has been obtained from any applicable third party. Notwithstanding any of the foregoing, such proviso shall not affect, limit, restrict or impair the grant by Grantor of a security interest in any Account or any money or other amounts due and payable to Grantor or to become due and payable to Grantor under any such lease, instrument, contract or agreement unless such security interest in such Account, money or other amount due and payable is also specifically prohibited or restricted by the terms of such lease, instrument, contract or other agreement or such security interest in such Account, money or other amount due and payable would expressly constitute a default under or would expressly grant a party a termination right under any such lease, instrument, contract or agreement governing such right unless, in each case, (x) such prohibition is not enforceable or is otherwise ineffective under applicable law or (y) consent to such security interest has been obtained from any applicable third party; provided further, that notwithstanding anything to the contrary contained in the foregoing proviso, the security interests granted herein shall immediately and automatically attach to and the term "Intellectual Property Collateral" shall immediately and automatically include the rights under any such lease, instrument, contract or agreement and in such Account, money, or other amounts due and payable to Grantor at such time as such prohibition, restriction, event of default or termination right terminates or is waived or consent to such security interest has been obtained from any applicable third party.

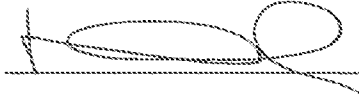
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

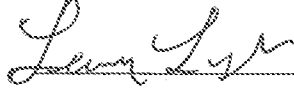
SPARK NETWORKS USA, LLC

By: 

Name: Robert O'Hare
Title: Chief Financial Officer

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: LeAnna Lynch
Title: Relationship manager

Address for Notices:

Attn: Robert O'Hare, Chief Financial Officer
11150 Santa Monica Blvd. Suite 600
Los Angeles, CA 90025
Fax: (866) 945-5209

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

{Signature Page to Intellectual Property Security Agreement (Spark Networks USA, LLC)}

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
JLIFE	86744557			9/1/15
GET CHOSEN	86227051			3/20/14
JPIX	86249835			4/11/14
JBLOG	85203436			12/21/10
CHRISTIAN MINGLE.COM	85760941			10/23/12
S SPARK NETWORKS IGNITING RELATIONS HIPS	85760931			10/23/12
S	85760927			10/23/12
DAILY BIBLE VERSE	85661021			6/25/12
CHRISTIAN CARDS .NET	85660935			6/25/12
FAITH COM	85640278			5/31/12
FAITH.COM	85640269			5/31/12
GOSPEL MEDIA GROUP	85472908			11/15/11
JDATE WALKING	85462408			11/2/11
YID DISH	85407672			8/25/11
JMOM	85397826			8/15/11
JDOLLARS	85389597			8/4/11
FIND GOD'S MATCH FOR YOU	85338808			6/6/11
THE CHOSEN	85222524			1/20/11

DEALS				
JPICKS	85222519			1/20/11
SINGLESENI ORSMEET	85140262			9/28/10
A FUN SITE FOR SERIOUS DATERS	85095265			7/28/10
JMAG	78890463			5/23/06
SINGLE PARENTS MINGLE	78642853			6/3/05
MILITARY SINGLES CONNECTIO N	78642852			6/3/05
LDS MINGLE	78642851			6/3/05
JEWISH MINGLE	78642850			6/3/05
BBW PERSONALS PLUS	78642849			6/3/05
SPARK NETWORKS	78545221			1/11/05
SPARK	78545220			1/11/05
SPARK NETWORKS	78517368			11/16/04
LDSSINGLE S.COM	78511619			11/4/04
HELPING PEOPLE CLICK	78400837			4/13/04
SILVER SINGLES	78349144			1/8/04
CHRISTIAN MINGLE	78392827			3/29/04
BLACKSING LES.COM	78205640			1/21/03
SPARK	78446839			7/7/04
CLICK?	78349142			1/8/04
CLICK!	78349141			1/8/04
JREWARDS	77919510			1/25/10

IGNITE YOUR POSSIBILITIES	77899177			12/22/09
IGNITING RELATIONS HIPS	77899171			12/22/09
JDATETV	77880276			11/24/09
BUILDING THE JEWISH COMMUNITY FOR OVER A DECADE	77824918			9/11/09
MORE TO LOVE	77824877			9/11/09
DON'T ATONE ALONE	77824863			9/11/09
JDATE MOBILE	77813490			8/26/09
PRODUCT OF JDATE	77764233			6/19/09
JDATE	77028673			10/25/06
JDATER	77028829			10/25/06
JDATING	77028678			10/25/06
COMPASS	76610211			9/3/04
LDSSO	76262730			5/25/01
FACELINK	76028092			4/17/00
FACELINK	76028090			4/17/00
MATCHNET	75784874			8/26/99
JDATE	75784815			8/28/99
AMERICAN SINGLES	75784813			8/26/99
SUREMATCH	75678447			4/9/99
PEOPLE YOU CLICK WITH	75661634			3/16/99
JUSTPLAY!	75602339			12/7/98
WHERE PEOPLE CONNECT	75553071			9/14/98

BELIEVE.CO M	85177136			11/15/10 ¹
BELIEVE.CO M	85177147			11/15/10 ²

¹ To be assigned to Grantor by Spark Networks Limited on or about the Closing Date.

² To be assigned to Grantor by Spark Networks Limited on or about the Closing Date.

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Method and apparatus for detection of reciprocal interests or feelings and subsequent notification	5950200	08788522	Issued	9/7/99
Method and apparatus for recommending a match to another	7085806	09706279	Issued	8/1/06
System and method for facilitating the introduction of compatible individuals		11425390	Published	6/20/06