

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424033

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MeetMe, Inc.		03/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	270 Park Avenue, 43rd Floor		
<b>Internal Address:</b>	Attention: Will Horstman		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85982218	CHOOSY	
<b>Serial Number:</b>	77268601	COOLAPPS	
<b>Serial Number:</b>	77836659	CURRENCYCONNECT	
<b>Serial Number:</b>	77919722	FRIENDS. FLIRTS. FUN.	
<b>Serial Number:</b>	77207655	LUNCH MONEY	
<b>Serial Number:</b>	85588392	MEET ME	
<b>Serial Number:</b>	78883323	MEETME	
<b>Serial Number:</b>	85456113	MEETME	
<b>Serial Number:</b>	85544780	MEETME	
<b>Serial Number:</b>	87108564	MEETME	
<b>Serial Number:</b>	78582207	MY YEARBOOK	
<b>Serial Number:</b>	77842325	MYYEARBOOK.COM	
<b>Serial Number:</b>	86367594	NIXTER	
<b>Serial Number:</b>	77449459	OWNED!	
<b>Serial Number:</b>	85175555	SKOUT	
<b>Serial Number:</b>	77824090	SOCIAL THEATER	
<b>Serial Number:</b>	77198828	SOCIALSAFETY	

CH \$440.00 85982218

**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

<b>NAME OF SUBMITTER:</b>	Matt Schwartz
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	04/18/2017

**Total Attachments: 8**

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## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Security Agreement") is entered into as of March 3, 2017 by and between MEETME, INC., a Delaware corporation (the "Grantor"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

### PRELIMINARY STATEMENT

The Grantor as Borrower, the Administrative Agent, the other Loan Parties and the Lenders are entering into a Credit Agreement dated as of March 3, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to the Grantor under the Credit Agreement.

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

### ARTICLE I DEFINITIONS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the first paragraph hereof and in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Closing Date" means the date of the Credit Agreement.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement, in form and substance satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, supplemented or otherwise modified from time to time.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties,

**OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

7.19 Indemnity. The Grantor hereby agrees to indemnify the Administrative Agent and the other Secured Parties, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, fees, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent or any Secured Party is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or the other Secured Parties, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the other Secured Parties or the Grantor, and any claim for Patent, Trademark or Copyright infringement).

7.20 Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

## **ARTICLE VIII NOTICES**

8.1 Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.01 of the Credit Agreement.

8.2 Change in Address for Notices. Each of the Grantor, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other party.

## **ARTICLE IX THE ADMINISTRATIVE AGENT**

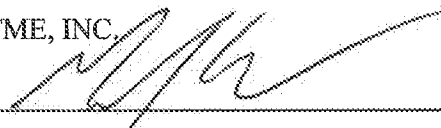
JPMorgan Chase Bank, N.A. has been appointed Administrative Agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to Article VIII of the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Administrative Agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTOR:

MEETME, INC.

By:  \_\_\_\_\_

Name: Geoff Cook \_\_\_\_\_

Title: Chief Executive Officer \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Security Agreement]*

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTOR:

MEETME, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: William J. [Signature]

Name: William J. [Signature]

Title: Authorized Officer

*[Signature Page to Security Agreement]*

**MeetMe, Inc. (20001724)  
Active Trademark Portfolio  
February 15, 2017**

Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class(es)
Argentina	MEETME	Pending	3122577	Oct-17-2011			09
Argentina	MEETME	Registered	3122578	Oct-17-2011	2646863	May-12-2014	45
Australia	MEETME	Registered	1454200	Oct-14-2011	1454200	Oct-22-2012	09, 45
Austria (WIPO)	MYYEARBOOK	Registered	995650	Oct-24-2008	995650	Oct-24-2008	45
Brazil	MEETME	Registered	831242990	Oct-17-2011	831242990	Oct-11-2016	09
Brazil	MEETME	Registered	831243007	Oct-17-2011	831243007	Oct-11-2016	45
Canada	MEETME	Registered	1548859	Oct-17-2011	TMA887706	Oct-08-2014	n/a
Canada	MYYEARBOOK	Registered	1419252	Nov-24-2008	TMA789767	Jan-26-2011	n/a
China	MEETME	Pending	21018545	Aug-18-2016			09, 36, 42, 45
China (WIPO)	MYYEARBOOK	Registered	995650	Oct-24-2008	995650	Oct-24-2008	45
Colombia	MEETME	Registered	2011137461	Oct-14-2011	449093	May-30-2012	09
Colombia	MEETME	Registered	2011137493	Oct-14-2011	449081	May-30-2012	45
European Community	BLUSH	Registered	011980836	Jul-12-2013	011980836	Dec-06-2013	09, 42, 45
European Community	CHARM	Registered	012045076	Aug-06-2013	012045076	Dec-18-2013	09, 42, 45
European Community	CHCOOSY	Registered	011847084	May-27-2013	011847084	Nov-05-2013	09, 38, 42
European Community	FUZZY	Registered	011724267	Apr-09-2013	011724267	Oct-30-2013	09, 36, 42
European Community (WIPO)	LUNCH MONEY	Registered	1097315	Oct-11-2011	1097315	Oct-11-2011	41

Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Classes)
European Community	MEET ME (AND DESIGN) 	Registered	011120896	Aug-15-2012	011120896	Feb-22-2013	09, 42, 45
European Community	MEETME	Registered	010341337	Oct-14-2011	010341337	Jun-27-2015	09, 45
European Community	MEETME (AND DESIGN) (COLOR) 	Registered	004486726	May-30-2005	004486726	Jul-10-2006	38, 41, 45
European Community	MEETU	Registered	011981099	Jul-12-2013	011981099	Dec-06-2013	09, 42, 45
European Community (WIPO)	MYYEARBOOK	Registered	995650	Oct-24-2008	995650	Oct-24-2008	45
European Community	UNSAID	Registered	011955663	Jul-04-2013	011955663	Nov-28-2013	09, 42, 45
France	MEETME	Registered	123915678	Apr-24-2012	123915678	Apr-24-2012	09, 41, 45
India	MEETME	Registered	2220595	Oct-17-2011	2220595	Oct-13-2015	09, 45
Israel	MEETME	Registered	246078	Apr-24-2012	246078	Oct-05-2014	09, 45
Italy	MEETME	Registered	MI2012C0044 16	Apr-26-2012	0001517115	Nov-06-2012	09, 41
Japan	MEETME	Registered	2012-33160	Apr-25-2012	5553283	Feb-01-2013	45
Madrid Protocol	LUNCH MONEY	Registered	A0026674	Oct-11-2011	1097315	Oct-11-2011	41
[Designated Country: EMI]							
Madrid Protocol	MYYEARBOOK	Registered	A0014250	Oct-24-2008	995650	Oct-24-2008	45
[Designated Countries: AT, CN and EMI]							
Malaysia	MEETME	Registered	2012006814	Apr-24-2012	2012006814	Oct-25-2011	45



Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Classes)
Malaysia	MEETME (STYLIZED) <b>MEETME</b>	Registered	2012006813	Apr-24-2012	2012006813	Feb-17-2014	09
Mexico	MEETME	Registered	1220210	Oct-14-2011	1275261	Mar-26-2012	09
Mexico	MEETME	Registered	1220211	Oct-14-2011	1382806	Jul-18-2013	45
Peru	MEETME	Registered	470957	Oct-18-2011	185231	Feb-29-2012	09
Peru	MEETME	Registered	470956	Oct-18-2011	70497	Feb-28-2012	45
Philippines	MEETME	Registered	42012005053	Apr-25-2012	4/2012/0000650 53	Nov-07-2013	09, 41
Republic of Korea	MEETME	Registered	45-2012- 0002130	Apr-24-2012	45-0047338	Dec-10-2013	09, 45
Russian Federation	MEETME	Registered	2012713219	Apr-24-2012	511988	Apr-28-2014	09, 45
Spain	MEETME	Registered	03028104/0	Apr-25-2012	03028104/0	Apr-19-2013	09, 45
Thailand	MEETME	Pending	843968	Apr-24-2012			09
Turkey	MEETME	Registered	2012/38645	Apr-25-2012	2012/38645	Dec-17-2013	09, 41
United Kingdom	MEETME	Registered	2618966	Apr-25-2012	2618966	Aug-16-2013	09, 41
United Kingdom	MEETME (AND DESIGN) <b>meetme</b> 	Registered	2634075	Sep-10-2012	2634075	Jan-18-2013	09, 42, 45
United States of America	CHOOSY	Registered	85/982218	May-23-2013	4594178	Aug-26-2014	09
United States of America	COOLAPPS	No Action - Registered	77/268601	Aug-30-2007	3890471	Dec-14-2010	42
United States of America	CURRENCYCONNECT	Registered	77/836659	Sep-28-2009	3931997	Mar-15-2011	42
United States of America	FRIENDS, FLIRTS, FUN.	Registered	77/919722	Jan-25-2010	3933510	Mar-22-2011	45
United States of America	LUNCH MONEY	Registered	77/207655	Jun-15-2007	3437395	May-27-2008	41

Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Classes)
United States of America	MEET ME	Registered	85/588392	Apr-03-2012	4341023	May-28-2013	09, 36, 42, 45
United States of America	MEETME	Registered	78/883323	May-15-2006	3546943	Dec-16-2008	45
United States of America	MEETME	Registered	85/456113	Oct-25-2011	4333561	May-14-2013	09, 45
United States of America	MEETME (AND DESIGN) <b>meetme</b> 	Registered	85/544780	Feb-16-2012	4993612	Jul-05-2016	42, 45
United States of America	MEETME (AND DESIGN) <b>meetme</b> 	Pending	87/108564	Jul-19-2016			09, 42, 45
United States of America	MY YEARBOOK	No Action - Registered	78/582207	Mar-07-2005	3160669	Oct-17-2006	45
United States of America	MYEARBOOK.COM	No Action - Registered	77/842325	Oct-06-2009	3915011	Feb-01-2011	45
United States of America	NIXTER	Registered	86/367594	Aug-15-2014	4722874	Apr-21-2015	09
United States of America	OWNED!	Registered	77/449459	Apr-16-2008	3625654	May-26-2009	42
United States of America	SKOUT	Registered	85/175655	Nov-12-2010	4001731	Jul-26-2011	09
United States of America	SOCIAL THEATER	Registered	77/824090	Sep-10-2009	3905305	Jan-11-2011	35
United States of America	SOCIALSAFETY	Registered	77/198828	Jun-06-2007	3489770	Aug-19-2008	42
Venezuela	MEETME	Registered	8360-2012	Apr-25-2012	TBD	Oct-07-2013	09
Venezuela	MEETME	Registered	8359-2012	Apr-25-2012	TBD	Oct-07-2013	41
Vietnam	MEETME	Registered	4-2012-07983	Apr-24-2012	221570	Mar-24-2014	09, 45