

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMOOCH LABS INC.		03/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Security Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86363993	JSWIPE	
Serial Number:	86363987	JSWIPE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F176228 Smooch TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	03/28/2018		
Total Attachments: 8			
source=Closing Copy - Intellectual Property Security Agreement - Smooch Labs Inc#page1.tif			
source=Closing Copy - Intellectual Property Security Agreement - Smooch Labs Inc#page2.tif			

OP \$65.00 86363993

source=Closing Copy - Intellectual Property Security Agreement - Smooch Labs Inc#page3.tif
source=Closing Copy - Intellectual Property Security Agreement - Smooch Labs Inc#page4.tif
source=Closing Copy - Intellectual Property Security Agreement - Smooch Labs Inc#page5.tif
source=Closing Copy - Intellectual Property Security Agreement - Smooch Labs Inc#page6.tif
source=Closing Copy - Intellectual Property Security Agreement - Smooch Labs Inc#page7.tif
source=Closing Copy - Intellectual Property Security Agreement - Smooch Labs Inc#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is entered into as of March 28, 2018 by and between **SILICON VALLEY BANK** as security trustee (together with its successors, in such capacity, the "*Security Agent*") for the Secured Parties (as defined in the Facilities Agreement, defined below), and **SMOOCH LABS INC.**, a Delaware corporation ("*Grantor*").

RECITALS

A. The Secured Parties (as defined in the Facilities Agreement (defined below)) have agreed to make certain advances of money and to extend certain financial accommodations (the "*Loans*") to certain affiliates of Grantor in the amounts and manner set forth in that certain Senior Facilities Agreement, dated as of March 28, 2018 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Facilities Agreement*"), among **SPARK NETWORKS SE**, a Societas Europaea, with registered seat in Munich, Federal Republic of Germany and business address at Kohlfurther Straße 41/43, 10999 Berlin, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich, Germany, under file number HRB 232591, the Borrowers (as defined in the Facilities Agreement) from time to time party thereto (each a "*Borrower*" and collectively, the "*Borrowers*"), the Guarantors (as defined in the Facilities Agreement) from time to time party thereto (each a "*Guarantor*" and collectively, the "*Guarantors*"), the Security Agent and certain other parties thereto. Pursuant to the Facilities Agreement, Grantor has guaranteed all obligations of Borrowers to the Secured Parties thereunder. To secure Grantor's obligations to the Secured Parties, Grantor, certain affiliates of Grantor and Security Agent have entered into a certain Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Collateral Agreement*"). Secured Parties are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in its Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Borrowers and Grantor owing under the Facilities Agreement and the other Finance Documents. Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.

B. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrowers' and Grantor's obligations to the Secured Parties under the Facilities Agreement and the other Finance Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrowers' and Grantor's obligations to the Secured Parties under the Facilities Agreement and the other Finance Documents, Grantor grants and pledges to Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "*Intellectual Property Collateral*"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark 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, including without limitation those set forth on Exhibit C attached hereto, but excluding any 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 (collectively, the "Trademarks");

(f) (g) Any and all claims for damages by way of past, present and future infringements 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) 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;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Security Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Facilities Agreement and the Collateral Agreement. The provisions of the Facilities Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Security Agent with respect to the Intellectual Property Collateral are as provided by the Facilities Agreement, the Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SMOOCH LABS INC.

By: 

Name: ROBERT O'HARA

Title: CEO

SECURITY AGENT:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SMOOCH LABS INC.

By: _____
Name: _____
Title: _____

SECURITY AGENT:

SILICON VALLEY BANK

By: Michael Gotsch
Name: MICHAEL GOTSCH
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Registered Copyrights

None

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed to Grantors

None

EXHIBIT B

Patents

Issued Patents

None

Pending Patent Applications

None

Issued Patents and Pending Patent Applications Licensed to Grantor

None

EXHIBIT C

Trademarks

Registered Trademarks

None

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
USA	86363993	12-Aug-2014	Smooch Labs, Inc	JSWIPE
USA	86363987	12-Aug-2014	Smooch Labs, Inc	JSWIPE

Registered Trademarks and Pending Trademark Applications Licensed Grantor

None