

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPARK NETWORKS USA, LLC		03/28/2018	Limited Liability Company: 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: 61

Property Type	Number	Word Mark
Registration Number:	2608475	AMERICAN SINGLES
Registration Number:	2420967	JDATE
Registration Number:	3278986	JDATING
Registration Number:	3278992	JDATER
Registration Number:	3447429	JDATE
Registration Number:	3749071	PRODUCT OF JDATE
Registration Number:	3780800	BUILDING THE JEWISH COMMUNITY FOR OVER A
Registration Number:	3786158	JDATE MOBILE
Registration Number:	3817612	JDATETV
Registration Number:	3993989	JBLOG
Registration Number:	4034180	JPICKS
Registration Number:	4025500	THE CHOSEN DEALS
Registration Number:	4088095	JDOLLARS
Registration Number:	4088112	JMOM
Registration Number:	4131892	YID DISH
Registration Number:	4135612	JDATE WALKING
Registration Number:	4936401	JLIFE
Registration Number:	5049833	JDATE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3248149	SPARK
Registration Number:	3134171	SPARK NETWORKS
Registration Number:	2267411	WHERE PEOPLE CONNECT
Registration Number:	2314122	JUSTPLAY!
Registration Number:	3059492	CLICK!
Registration Number:	3059493	CLICK?
Registration Number:	2920951	HELPING PEOPLE CLICK
Registration Number:	3818300	IGNITE YOUR POSSIBILITIES
Registration Number:	3818299	IGNITING RELATIONSHIPS
Registration Number:	3897533	A FUN SITE FOR SERIOUS DATERS
Registration Number:	4353667	S SPARK NETWORKS IGNITING RELATIONSHIPS
Registration Number:	4360600	S
Registration Number:	5049831	SPARK
Registration Number:	5158972	
Registration Number:	3095494	LDS MINGLE
Registration Number:	3095493	JEWISH MINGLE
Registration Number:	3095492	BBW PERSONALS PLUS
Registration Number:	3095495	MILITARY SINGLES CONNECTION
Registration Number:	3144772	SINGLE PARENTS MINGLE
Registration Number:	2544110	FACELINK
Registration Number:	2544109	FACELINK
Registration Number:	2445788	MATCHNET
Registration Number:	3053126	SILVER SINGLES
Registration Number:	2853581	BLACKSINGLES.COM
Registration Number:	2940052	CHRISTIANMINGLE
Registration Number:	4083834	FIND GOD'S MATCH FOR YOU
Registration Number:	4363945	CHRISTIANMINGLE .COM
Registration Number:	5049889	CHRISTIAN MINGLE
Registration Number:	5177983	THE RELATIONSHIP SERIES BY CHRISTIANMING
Registration Number:	4235930	BELIEVE.COM
Registration Number:	4235931	BELIEVE.COM
Registration Number:	4269515	GOSPEL MEDIA GROUP
Registration Number:	4288432	FAITH COM
Registration Number:	4452675	FAITH.COM
Registration Number:	4295284	CHRISTIAN CARDS .NET
Registration Number:	4304531	DAILY BIBLE VERSE
Registration Number:	3191053	LDSSINGLES.COM
Registration Number:	2536391	LDSSO

Property Type	Number	Word Mark
Registration Number:	2326318	PEOPLE YOU CLICK WITH
Registration Number:	2374811	SUREMATCH
Registration Number:	4632443	JPIX
Registration Number:	4640250	GET CHOSEN
Serial Number:	87421045	JDATE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 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 USA TM
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	03/28/2018

Total Attachments: 12

- source=Closing Copy - Intellectual Property Security Agreement - Spark Networks USA, LLC#page1.tif
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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 **SPARK NETWORKS USA, LLC**, a Delaware limited liability company (“*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 Europaeae, 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:

SPARK NETWORKS USA, LLC

By: 
Name: ROBERT O'HARE
Title: DIRECTOR

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:

SPARK NETWORKS USA, LLC

By: _____
Name: _____
Title: _____

SECURITY AGENT:

SILICON VALLEY BANK

By: Michael Cutting
Name: MICHAEL CUTTING
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

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>	<u>Owner</u>
USA	US 7,085,806 B1	1 August 2006	Joe Y. Shapira	Method and apparatus for recommending a match to another	Spark Networks USA, LLC
USA	US 5,950,200A	7 September 1999	Gil S. Sudai, David J. Blumberg	Method and apparatus for detection of reciprocal interests or feelings and subsequent notification	Spark Networks USA, LLC

Pending Patent Applications

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
USA	US 20090094048A1	9 April 2009	Karen Wallace, Suneet Wadhwa, Andrew Pickholtz	System and Method For Facilitating The Introduction of Compatible Individuals Using Third Party Collaborative Tools

Issued Patents and Pending Patent Applications Licensed to Grantor

None

EXHIBIT C

Trademarks

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	2608475	20-Aug-02	August 26, 1999	Spark Networks USA, LLC	American Singles
USA	2420967	16-Jan-01	August 28, 1999	Spark Networks USA, LLC	JDate
USA	3278986	14-Aug-07	October 25, 2006	Spark Networks USA, LLC	JDATING
USA	3278992	14-Aug-07	October 25, 2006	Spark Networks USA, LLC	JDATER
USA	3447429	17-Jun-08	October 25, 2006	Spark Networks USA, LLC	JDATE (LOGO)
USA	3749071	16-Feb-10	June 19, 2009	Spark Networks USA, LLC	PRODUCT OF JDATE
USA	3780800	27-Apr-10	September 11, 2009	Spark Networks USA, LLC	Building the Jewish Community for Over a Decade
USA	3786158	4-May-10	August 26, 2009	Spark Networks USA, LLC	JDATE MOBILE
USA	3817612	13-Jul-10	November 24, 2009	Spark Networks USA, LLC	JDATETV
USA	3993989	12-Jul-11	December 21, 2010	Spark Networks USA, LLC	JBLOG (LOGO)
USA	4034180	4-Oct-11	January 20, 2011	Spark Networks USA, LLC	JPICKS
USA	4025500	13-Sep-11	January 20, 2011	Spark Networks USA, LLC	THE CHOSEN DEALS
USA	4088095	17-Jan-12	August 4, 2011	Spark Networks USA, LLC	JDollars
USA	4088112	17-Jan-12	August 15, 2011	Spark Networks USA, LLC	JMom
USA	4131892	24-04-12	August 25, 2011	Spark Networks USA, LLC	Yid Dish (LOGO)
USA	4135612	1-May-12	November 2,	Spark Networks USA, LLC	JDate Walking

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
			2011		
USA	4936401	12-Apr-16	September 1, 2015	Spark Networks USA, LLC	JLIFE
USA	5049833	27-Sep-16	March 24, 2016	Spark Networks USA, LLC	JDATE (design)
USA	3248149	29-May-07	July 7, 2004	Spark Networks USA, LLC	SPARK (word)
USA	3134171	22-Aug-06	November 16, 2004	Spark Networks USA, LLC	Spark Networks (word)
USA	2267411	3-Aug-99	September 14, 1998	Spark Networks USA, LLC	WHERE PEOPLE CONNECT
USA	2314122	1-Feb-00	December 7, 1998	Spark Networks USA, LLC	JUSTPLAY!
USA	3059492	14-Feb-06	January 8, 2004	Spark Networks USA, LLC	Click!
USA	3059493	14-Feb-06	January 8, 2004	Spark Networks USA, LLC	Click?
USA	2920951	25-Jan-05	April 13, 2004	Spark Networks USA, LLC	HELPING PEOPLE CLICK
USA	3818300	13-Jul-10	December 22, 2009	Spark Networks USA, LLC	IGNITE YOUR POSSIBILITIES
USA	3818299	13-Jul-10	December 22, 2009	Spark Networks USA, LLC	IGNITING RELATIONSHIPS
USA	3897533	28-Dec-10	July 28, 2010	Spark Networks USA, LLC	A FUN SITE FOR SERIOUS DATERS
USA	4353667	18-Jun-13	October 23, 2012	Spark Networks USA, LLC	SPARK NETWORKS IGNITING RELATIONSHIPS (logo)
USA	4360600	2-Jul-13	October 23, 2012	Spark Networks USA, LLC	S Logo
USA	5049831	27-Sep-16	March 23, 2016	Spark Networks USA, LLC	Spark Logo
USA	5158972	14-Mar-17	January 28, 2016	Spark Networks USA, LLC	Spark (Design only)
USA	3095494	23-May-06	June 3, 2005	Spark Networks USA, LLC	LDS Mingle
USA	3095493	23-May-06	June 3, 2005	Spark Networks USA, LLC	Jewish Mingle

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	3095492	10-Feb-00	June 3, 2005	Spark Networks USA, LLC	BBW Personals Plus
USA	3095495	23-May-06	June 3, 2005	Spark Networks USA, LLC	Military Singles Connection
USA	3144772	19-Sep-06	June 3, 2005	Spark Networks USA, LLC	Single Parents Mingle
USA	2544110	5-Mar-02	April 17, 2000	Spark Networks USA, LLC	Facelink
USA	2544109	5-Mar-02	April 17, 2000	Spark Networks USA, LLC	Facelink
USA	2445788	24-Apr-01	August 26, 1999	Spark Networks USA, LLC	MatchNet
USA	3053126	31-Jan-06	January 8, 2004	Spark Networks USA, LLC	Silver Singles
USA	2853581	15-Jun-04	January 21, 2003	Spark Networks USA, LLC	BlackSingles.com
USA	2940052	12-Apr-05	March 29, 2004	Spark Networks USA, LLC	CHRISTIANMINGLE
USA	4083834	10-Jan-12	June 6, 2011	Spark Networks USA, LLC	FIND GOD'S MATCH FOR YOU
USA	4363945	9-Jul-13	October 23, 2012	Spark Networks USA, LLC	ChristianMingle.com (logo)
USA	5049889	27-Sep-16	April 18, 2016	Spark Networks USA, LLC	CHRISTIAN MINGLE (DESIGN PLUS WORDS; LETTERS AND/OR NUMBERS)
USA	5177983	4-Apr-17	March 17, 2016	Spark Networks USA, LLC	THE RELATIONSHIP SERIES BY CHRISTIANMINGLE
USA	4235930	6-Nov-12	November 15, 2010	Spark Networks USA, LLC	Believe.com
USA	4235931	6-Nov-12	November 15, 2010	Spark Networks USA, LLC	Believe.com (Logo)
USA	4269515	1-Jan-13	November 15, 2011	Spark Networks USA, LLC	GOSPEL MEDIA GROUP
USA	4288432	12-Feb-13	May 31, 2012	Spark Networks USA, LLC	FAITH.COM (logo)
USA	4452675	17-Dec-13	May 31, 2012	Spark Networks	FAITH.COM (words)

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
	(SUPP)			USA, LLC	only)
USA	4295284	26-Feb-13	June 25, 2012	Spark Networks USA, LLC	ChristianCards.net (logo)
USA	4304531	19-Mar-13	June 25, 2012	Spark Networks USA, LLC	Daily Bible Verse (logo)
USA	3191053	2-Jan-07	November 4, 2004	Spark Networks USA, LLC	LDSSINGLES.COM
USA	2536391	5-Feb-02	May 25, 2001	Spark Networks USA, LLC	LDSSO
USA	2326318	07-Mar-00	March 16, 1999	Spark Networks USA, LLC	PEOPLE YOU CLICK WITH
USA	2374811	08-Aug-00	April 9, 1999	Spark Networks USA, LLC	SUREMATCH
USA	4632443	4-Nov-14	April 11, 2014	Spark Networks USA, LLC	JPIX
USA	4640250	18- Nov- 14	March 20, 2014	Spark Networks USA, LLC	GET CHOSEN
Australia	1412416	17-Sep-2012	04-Mar-2011	Spark Networks USA, LLC	CHRISTIANMING LE
Australia	932652	30-Sep-2002	30-Sep-2002	Spark Networks USA, LLC	JDATE
Australia	928986	30-Sep-2002	30-Sep-2002	Spark Networks USA, LLC	MATCHNET
Canada	883279	01-Aug-2014	14-Dec-2012	Spark Networks USA, LLC	CHRISTIANMING LE
Canada	637812	20-Apr-2005	28-Nov-2003	Spark Networks USA, LLC	DATE & Design
Canada	637980	21-Apr-2005	28-Nov-2003	Spark Networks USA, LLC	DATE.CA & Design
Canada	637927	20-Apr-2005	21-Aug-2003	Spark Networks USA, LLC	JDATE
Canada	731531	30-Dec-2008	09-Dec-2005	Spark Networks USA, LLC	LDSSINGLES.COM
Canada	584107	20-Jun-2003	26-Nov-2001	Spark Networks USA, LLC	LDSSO
EU	009422635	14-Mar-2011	05-Oct-2010	Spark Networks USA, LLC	CHRISTIANMING LE
EU	002341584	21-Feb-2003	17-Aug-2001	Spark Networks USA, LLC	JDATE
EU	011152204	24-Jan-2013	30-Aug-2012	Spark Networks USA, LLC	JMETER
EU	005136734	15-Mar-2007	14-Jun-2006	Spark Networks USA, LLC	LDS SINGLES
EU	002463420	23-Apr-2003	15-Nov-2001	Spark Networks	LDSSO

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
				USA, LLC	
EU	009997958	27-Oct-2013	25-May-2011	Spark Networks USA, LLC	MATCHNET
EU	004119079	16-Jan-2006	16-Nov-2004	Spark Networks USA, LLC	SPARK
EU	004119095	29-Nov-2005	16-Nov-2004	Spark Networks USA, LLC	SPARK NETWORKS
Russia (Int. Reg)	934850	22-Aug-2007	22-Feb-2007	Spark Networks USA, LLC	JDATE
Ukraine (Int. Reg)	934850	22-Aug-2008	22-Feb-2007	Spark Networks USA, LLC	JDATE
United Kingdom	2560670	07-Jan-2011	05-Oct-2010	Spark Networks USA, LLC	CHRISTIANMING LE

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
USA	87421045	21-Apr-2017	Spark Networks USA, LLC	JDate (logo)
Mexico (Int. Reg)	1943861 (Intl. Reg. 934850)	24-Aug-2017	Spark Networks USA, LLC	JDate (word)
New Zealand (Int. Reg)	107563 (Intl. Reg. 934850)	24-Aug-2017	Spark Networks USA, LLC	JDate (word)
Norway (Int. Reg)	201711784 (Intl. Reg. 934850)	7-Sep-2017	Spark Networks USA, LLC	JDate (word)

Registered Trademarks and Pending Trademark Applications Licensed Grantor

None