

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interactive Network, Inc.		12/31/2018	Corporation: DELAWARE
FriendFinder Networks Inc.		12/31/2018	Corporation: DELAWARE
Various, Inc.		12/31/2018	Corporation: CALIFORNIA
Fierce Wombat Games Inc.		12/31/2018	Corporation: CALIFORNIA
Playtime Gaming Inc.		12/31/2018	Corporation: CALIFORNIA
Future Programs Inc.	FORMERLY Argus Payments Inc.	12/31/2018	Corporation: DELAWARE
PerfectMatch Inc.		12/31/2018	Corporation: DELAWARE
Magnolia Blossom Inc.		12/31/2018	Corporation: DELAWARE
Global Alphabet, Inc.		12/31/2018	Corporation: CALIFORNIA
Fastcupid, Inc.		12/31/2018	Corporation: CALIFORNIA
Medley.com Incorporated		12/31/2018	Corporation: CALIFORNIA
Streamray Inc.		12/31/2018	Corporation: NEVADA
Confirm ID, Inc.		12/31/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Computershare Trust Company		
Street Address:	350 Indiana Street		
Internal Address:	Suite 750		
City:	Golden		
State/Country:	COLORADO		
Postal Code:	80401		
Entity Type:	National Banking Association: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87563262	FF FRIENDFINDER NETWORKS	
Serial Number:	87946842	STREAMRAY	
Serial Number:	87947227	STREAMRAY	
CORRESPONDENCE DATA			
Fax Number:	4078412343		

OP \$90.00 87563262

TRADEMARK

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: 4078412330
Email: dsigalow@allendyer.com
Correspondent Name: David L Sigalow
Address Line 1: 255 S. Orange Avenue
Address Line 2: Suite 1401
Address Line 4: Orlando, FLORIDA 32801

NAME OF SUBMITTER:	David L. Sigalow
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SIGNATURE:	/David L. Sigalow/
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DATE SIGNED:	05/22/2019
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Total Attachments: 4

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement") is dated as of December 31, 2018 and is made by Interactive Network, Inc., a Delaware corporation ("INI"), FriendFinder Networks Inc., a Delaware corporation ("FFN," and together with INI, the "Issuers"), and each direct and indirect subsidiary of FFN (other than INI) listed on the signature pages hereto (together with any other direct or indirect subsidiary of FFN that hereafter becomes a party to this Agreement, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors together with the Issuers and any other Person agreeing to be bound hereby as a "Grantor" are collectively referred to herein as the "Grantors") in favor of Computershare Trust Company, National Association, in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the benefit of the Collateral Agent, the Trustee (as defined below) and the Holders (as defined in the Indenture referred to below).

WHEREAS, pursuant to that certain Indenture (as such Indenture may be amended, supplemented or otherwise modified from time to time, the "Indenture") dated as of May 1, 2018 by and among the Issuers, the Guarantors party thereto, the Collateral Agent and Computershare Trust Company, National Association, as trustee (in such capacity, together with its successors in such capacity, the "Trustee"), the Holders have agreed to purchase the Issuers' 14% First Lien Senior Secured Notes due 2025 in the initial aggregate principal amount of \$147,789,325.00 (the "Securities");

WHEREAS, pursuant to the Indenture, each of the Subsidiary Grantors has guaranteed the obligations of the Issuers in respect of the Indenture, the Securities and the other Note Documents;

WHEREAS, pursuant to the Indenture each Grantor has granted to the Collateral Agent, for the Collateral Agent's benefit and for the benefit of the Trustee and the Holders, a security interest in certain assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security and Pledge Agreement dated as of May 1, 2018 by and between the Issuers, the Subsidiary Grantors and the Collateral Agent (the "Security and Pledge Agreement")) and Trademark Licenses (as defined in the Security and Pledge Agreement), to secure such Grantor's obligations under the Indenture and, in the case of the Issuers, the Notes; and

WHEREAS, each Grantor owns the Trademarks listed beneath such Grantor's name on Schedule I annexed hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Collateral Agent, for the Collateral Agent's benefit and for the benefit of the Trustee and for the ratable benefit of the Holders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, in each case whether presently existing or hereafter created or acquired (all

of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), to secure the Obligations of such Grantor:

- (1) each Trademark referred to in the Schedule I annexed; and
- (2) each Trademark License.

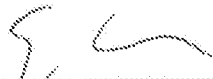
This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant and subject to the Indenture. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Indenture and the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Any duty, role, responsibility, action or inaction contemplated or required on the part of the Collateral Agent hereunder is expressly subject to the terms and conditions of the Indenture and the Security and Pledge Agreement and the Collateral Agent shall be entitled to the rights, powers, benefits, protections, immunities and indemnities set forth in the Indenture and the Security and Pledge Agreement as if fully set forth herein. The permissive authorizations, entitlements, powers and rights (including the right to request that a Grantor take an action or deliver a document and the exercise of remedies following a Default) granted to the Collateral Agent herein shall not be construed as duties. The Collateral Agent shall not be required to exercise any discretionary act or omission to act other than in accordance with the terms of the Indenture.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective undersigned duly authorized officer as of the date first written above.


INTERACTIVE NETWORK, INC.

By: 
Name: Ezra Shashoua
Title: Chief Financial Officer

FRIENDFINDER NETWORKS INC.

By: 
Name: Ezra Shashoua
Title: Chief Financial Officer

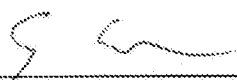
VARIOUS, INC.

By: 
Name: Ezra Shashoua
Title: Chief Financial Officer

FIERCE WOMBAT GAMES INC.
PLAYTIME GAMING INC.

By: 
Name: Ezra Shashoua
Title: Chief Financial Officer

FUTURE PROGRAMS INC. f/k/a ARGUS
PAYMENTS INC.
PERFECTMATCH INC.
MAGNOLIA BLOSSOM INC.
GLOBAL ALPHABET, INC.
FASTCUPID, INC.
MEDLEY.COM INCORPORATED
STREAMRAY INC.
CONFIRM ID, INC.

By: 
Name: Ezra Shashoua
Title: Chief Financial Officer

Schedule I

FriendFinder Networks Inc.
Interactive Network, Inc.

As of December 31, 2018

Claimant/Applicant: Various, Inc.

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
FF FRIENDFINDER NETWORKS & Circle Design in International Classes 38, 41, 42 and 45	87/563262	5,573,132

Claimant/Applicant: Streamray Inc.

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
STREAMRAY (International Classes 38 and 41)	87/946842	5,660,483
STREAMRAY (Stylized) (International Classes 38 and 41)	87/947227	5,655,243
STREAMRAY (International Classes 38 and 41)	A0076674	1421248
STREAMRAY (Stylized) (International Classes 38 and 41)	A0076676	1437071