

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spark Networks USA, LLC		07/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as Collateral Agent		
Street Address:	430 Park Avenue, Suite 1202		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 56			
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:	4936401	JLIFE	
Registration Number:	5049833	JDATE	
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	
TRADEMARK			

CH \$1415.00 2608475

Property Type	Number	Word Mark
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:	2853581	BLACKSINGLES.COM
Registration Number:	2940052	CHRISTIANMINGLE
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:	4288432	FAITH COM
Registration Number:	4452675	FAITH.COM
Registration Number:	4304531	DAILY BIBLE VERSE
Registration Number:	3191053	LDSSINGLES.COM
Registration Number:	2536391	LDSSO
Registration Number:	2326318	PEOPLE YOU CLICK WITH
Registration Number:	2374811	SUREMATCH
Registration Number:	4632443	JPIX
Registration Number:	4640250	GET CHOSEN
Registration Number:	4295284	CHRISTIAN CARDS .NET
Registration Number:	4269515	GOSPEL MEDIA GROUP
Registration Number:	3053126	SILVER SINGLES
Serial Number:	88282846	JFEST
Serial Number:	88282827	JDAY
Serial Number:	88253773	ADVENTIST SINGLES
Serial Number:	88233648	LDS SINGLES

CORRESPONDENCE DATA**Fax Number:** 6175269899*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:** 6175269628**Email:** cslattery@proskauer.com**Correspondent Name:** Christine Slattery**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place, 23rd Floor**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	34089 / 014
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/01/2019

Total Attachments: 8

source=Trademark Security Agreement Spark Networks USA LLC#page1.tif
source=Trademark Security Agreement Spark Networks USA LLC#page2.tif
source=Trademark Security Agreement Spark Networks USA LLC#page3.tif
source=Trademark Security Agreement Spark Networks USA LLC#page4.tif
source=Trademark Security Agreement Spark Networks USA LLC#page5.tif
source=Trademark Security Agreement Spark Networks USA LLC#page6.tif
source=Trademark Security Agreement Spark Networks USA LLC#page7.tif
source=Trademark Security Agreement Spark Networks USA LLC#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of July 1, 2019 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Blue Torch Finance LLC, a Delaware limited liability company (“Blue Torch”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of July 1, 2019 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among SPARK NETWORKS SE, a Societas Europaea (*Europäische Gesellschaft*) with registered seat in Munich, Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Berlin, Federal Republic of Germany (“Spark”), Spark Networks, Inc., a Delaware corporation (“Spark Inc.”), and Zoosk, Inc., a Delaware corporation (“Zoosk” and, together with Spark and Spark Inc., each a “Borrower”, and collectively, the “Borrowers”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Blue Torch as Administrative Agent and the Collateral Agent, the Lenders have agreed to make Loans to the Borrowers on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of July 1, 2019 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrowers thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Loan Agreement, as the case may be.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. [Reserved].

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE

STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.


Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts; Effectiveness of Facsimile Documents and Signatures”; “Severability”; “Section Headings”; and “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[*signatures begin on next page*]

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

SPARK NETWORKS USA, LLC,
as Grantor

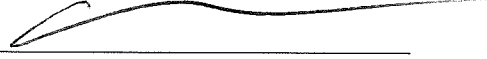
By: 
Name: Robert O'Hare
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006682 FRAME: 0470

ACKNOWLEDGED AND AGREED:

BLUE TORCH FINANCE LLC,
as Collateral Agent

By: 

Name: Kevin Genda

Title: Authorized Signer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Jurisdiction	Registration No.	Registration Date	Filing Date	Mark
USA	2608475	20-Aug-02	August 26, 1999	American Singles
USA	2420967	16-Jan-01	August 28, 1999	JDate
USA	3278986	14-Aug-07	October 25, 2006	JDATING
USA	3278992	14-Aug-07	October 25, 2006	JDATER
USA	3447429	17-Jun-08	October 25, 2006	JDATE (LOGO)
USA	3749071	16-Feb-10	June 19, 2009	PRODUCT OF JDATE
USA	3780800	27-Apr-10	September 11, 2009	Building the Jewish Community for Over a Decade
USA	3786158	4-May-10	August 26, 2009	JDATE MOBILE
USA	3817612	13-Jul-10	November 24, 2009	JDATETV
USA	3993989	12-Jul-11	December 21, 2010	JBLOG (LOGO)
USA	4936401	12-Apr-16	September 1, 2015	JLIFE
USA	5049833	27-Sep-16	March 24, 2016	JDATE (design)}
USA	3248149	29-May-07	July 7, 2004	SPARK (word)
USA	3134171	22-Aug-06	November 16, 2004	Spark Networks (word)
USA	2267411	3-Aug-99	September 14, 1998	WHERE PEOPLE CONNECT
USA	2314122	1-Feb-00	December 7, 1998	JUSTPLAY!
USA	3059492	14-Feb-06	January 8, 2004	Click!
USA	3059493	14-Feb-06	January 8, 2004	Click?
USA	2920951	25-Jan-05	April 13, 2004	HELPING PEOPLE CLICK
USA	3818300	13-Jul-10	December 22, 2009	IGNITE YOUR POSSIBILITIES
USA	3818299	13-Jul-10	December 22, 2009	IGNITING RELATIONSHIPS
USA	3897533	28-Dec-10	July 28, 2010	A FUN SITE FOR SERIOUS DATERS
USA	4353667	18-Jun-13	October 23, 2012	SPARK NETWORKS IGNITING

Jurisdiction	Registration No.	Registration Date	Filing Date	Mark
				RELATIONSHIPS (logo)
USA	4360600	2-Jul-13	October 23, 2012	S Logo
USA	5049831	27-Sep-16	March 23, 2016	Spark Logo
USA	5158972	14-Mar-17	January 28, 2016	Spark (Design only)
USA	3095494	23-May-06	June 3, 2005	LDS Mingle
USA	3095493	23-May-06	June 3, 2005	Jewish Mingle
USA	3095492	10-Feb-00	June 3, 2005	BBW Personals Plus
USA	3095495	23-May-06	June 3, 2005	Military Singles Connection
USA	3144772	19-Sep-06	June 3, 2005	Single Parents Mingle
USA	2544110	5-Mar-02	April 17, 2000	Facelink
USA	2544109	5-Mar-02	April 17, 2000	Facelink
USA	2445788	24-Apr-01	August 26, 1999	MatchNet
USA	2853581	15-Jun-04	January 21, 2003	BlackSingles.com
USA	2940052	12-Apr-05	March 29, 2004	CHRISTIANMINGLE
USA	4363945	9-Jul-13	October 23, 2012	ChristianMingle.com (logo)
USA	5049889	27-Sep-16	April 18, 2016	CHRISTIAN MINGLE (DESIGN PLUS WORDS; LETTERS AND/OR NUMBERS)
USA	5177983	4-Apr-17	March 17, 2016	THE RELATIONSHIP SERIES BY CHRISTIANMINGLE
USA	4235930	6-Nov-12	November 15, 2010	Believe.com
USA	4288432	12-Feb-13	May 31, 2012	FAITH.COM (logo)
USA	4452675 (SUPP)	17-Dec-13	May 31, 2012	FAITH.COM (words only)
USA	4304531	19-Mar-13	June 25, 2012	Daily Bible Verse (logo)
USA	3191053	2-Jan-07	November 4, 2004	LDSSINGLES.COM
USA	2536391	5-Feb-02	May 25, 2001	LDSSO
USA	2326318	07-Mar-00	March 16, 1999	PEOPLE YOU CLICK WITH
USA	2374811	08-Aug-00	April 9, 1999	SUREMATCH
USA	4632443	4-Nov-14	April 11, 2014	JPIX
USA	4640250	18-Nov-14	March 20, 2014	GET CHOSEN

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
USA	4295284	Feb. 26, 2013	June 25, 2012	CHRISTIAN CARDS .NET
USA	4269515	Jan. 1, 2013	Nov. 15, 2011	GOSPEL MEDIA GROUP
USA	3053126	Jan. 31, 2006	Jan. 8, 2004	SILVER SINGLES

TRADEMARK APPLICATIONS

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
USA	88282846	30-Jan-2019	JFest
USA	88282827	30-Jan-2019	JDay
USA	88253773	8-Jan-2019	Adventist Singles (logo)
USA	88233648	18-Dec-2018	LDS Singles (logo)

TRADEMARK LICENSES

None.