

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITNEY WOLFE HERD		01/29/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	BUMBLE HOLDING LIMITED		
Street Address:	THE BROADGATE TOWER		
Internal Address:	20 PRIMROSE STREET		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2A 2RS		
Entity Type:	LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87437314	MAKE THE FIRST MOVE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-3346		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MELANIE JOLSON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	010395/1792		
NAME OF SUBMITTER:	MELANIE JOLSON		
SIGNATURE:	/MJ/		
DATE SIGNED:	02/10/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AND LICENSE

This TRADEMARK ASSIGNMENT AND LICENSE (this “Assignment”) is made as of January 29, 2020 (the “Effective Date”), by and between WHITNEY WOLFE HERD, an individual having an address of 1209 Orange St., Wilmington, Delaware 19801 (“Assignor”), and BUMBLE HOLDING LIMITED a limited company incorporated under the laws of England and Wales located at The Broadgate Tower, Third Floor, 20 Primrose Street, London EC2A 2RS, U.K. (“Assignee”). Assignor and Assignee may each be referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignor is the owner of that certain U.S. trademark application for the mark MAKE THE FIRST MOVE (U.S. serial no. 87/437314) (the “Application”); and

WHEREAS, Assignee is the successor to that portion of the business of Assignor to which the Application pertains and such business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

SECTION 1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor’s worldwide right, title, and interest in, to, and under the trademark MAKE THE FIRST MOVE, the Application, any other worldwide registrations and applications for such trademark, and the goodwill of the business embodied therein and symbolized thereto, and all common-law rights related thereto (collectively, the “Mark”), free and clear of any liens or encumbrances of any kind, together with the right to bring an action or proceeding at law or in equity for any infringement, dilution or violation of the foregoing prior to the Effective Date, and the right to retain all monies, proceeds and damages therefrom.

SECTION 2. License. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SECTION 3. Further Assurances. Each Party will, upon the other Party's reasonable request, without further consideration but at the requesting Party's expense, provide or execute all other documents and take all further actions as may be necessary to effectuate the purpose of this Assignment. Without limiting the foregoing, at Assignee's request and expense, Assignor shall execute a short-form assignment to record the assignment herein at the U.S. Patent and Trademark Office.

SECTION 4. Representations and Warranties. Each Party hereby represents and warrants that it has full power and authority to execute and deliver this Assignment.

SECTION 5. Successors and Assigns.

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SECTION 6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. Any dispute, controversy or claim arising out of or in connection with this Assignment shall be exclusively referred to and finally determined by the ordinary courts in the United States District Court for the Southern District of New York (or, only if such court will not accept jurisdiction, in any federal court in the State of New York, or, only if no such federal courts will accept jurisdiction, any state court in the State of New York). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS ASSIGNMENT.

SECTION 7. Severability. If any term or other provision of this Assignment is determined to be invalid, illegal, or incapable of being enforced by any applicable law or public

policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect.

SECTION 8. Counterparts. This Assignment may be executed and delivered (including by facsimile or other electronic transmission) in counterparts, each of which, when executed, shall be deemed to be an original, and both of which shall collectively constitute one and the same instrument. PDF or electronic signatures shall serve as originals to bind the Parties to this Assignment.


SECTION 9. Amendment; Waiver. This Assignment may be amended only by a written instrument signed by the Parties. No waiver by any Party hereto of any of the provisions hereof shall be effective unless set forth in a writing executed by the Party so waiving. The rights and remedies of the Parties under this Assignment shall be cumulative and not exclusive of any rights or remedies which either Party would otherwise have hereunder or at law or in equity or by statute, and no failure or delay by either Party in exercising any right or remedy shall impair any such right or remedy or operate as a waiver of such right or remedy, nor shall any single or partial exercise of any power or right preclude such Party's other or further exercise or the exercise of any other power or right. The waiver by any Party of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by either Party to exercise any right or privilege hereunder shall be deemed a waiver of such Party's rights or privileges hereunder or shall be deemed a waiver of such Party's rights to exercise the same at any subsequent time or times hereunder.

SECTION 10. Entire Agreement; Third-Party Beneficiaries. This Assignment constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof and thereof. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment and License to be executed by their duly authorized representatives effective as of the date first written above.

ASSIGNOR:



Whitney Wolfe Herd

By: WHITNEY WOLFE HERD

ASSIGNEE:

A handwritten signature in black ink, appearing to read 'Whitney Wolfe Herd', written over a horizontal line.

BUMBLE HOLDING LIMITED

By: *Whitney Wolfe Herd*

[Signature Page to Trademark Assignment and License]