

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bumble Holding Limited		05/01/2020	limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86415556	BUMBLE	
Serial Number:	86456042	BUMBLE	
Registration Number:	5583519	BUILD YOUR HIVE	
Registration Number:	5624296		
Registration Number:	5851934		
Registration Number:	5930477	BUMBLETV	
Serial Number:	87254844	BUMBLEBFF	
Serial Number:	87254847	BUMBLEBIZZ	
Serial Number:	87982708	BUMBLEBIZZ	
Serial Number:	87982709	BUMBLEBFF	
Serial Number:	88366137	BUMBL	
Serial Number:	87437314	MAKE THE FIRST MOVE	
CORRESPONDENCE DATA			
Fax Number:	3129800765		
<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:	3122698000		
Email:	martus@nge.com		
Correspondent Name:	Lee J. Eulgen		

CH \$315.00 86415556

Address Line 1: Neal Gerber & Eisenberg LLP
Address Line 2: Two North LaSalle Street, Suite 1700
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER: 29046.7005

NAME OF SUBMITTER: Ian J. Block

SIGNATURE: /Ian J. Block/

DATE SIGNED: 05/01/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 1, 2020, by the Persons listed on the signature pages hereof (individually, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of January 29, 2020 (as supplemented by Supplement No. 1, dated as of May 1, 2020, and Supplement No. 2, dated as of May 1, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under:

(a) all Trademark registrations and applications of such Grantor listed on Schedule I attached hereto (the “**Pledged Trademarks**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, which is incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantors for any out-of-pocket expenses, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by the Grantors in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor

Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

CHAPPY LIMITED

By: _____ | *D. Farrall.* | _____
Name: Duncan Farrall
Title: Director

WETREND MEDIA LTD

By: _____ | *D. Farrall.* | _____
Name: Duncan Farrall
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK

BUMBLE HOLDING LIMITED

Idan wallichman

By: _____

Name: Idan Wallichman

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK





CITIBANK, N.A., as Collateral Agent

By: 
Name: Scott Sartorius
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006928 FRAME: 0797

**Schedule I
Trademark Registrations and Applications**

Trademark	Owner	Application No.	Registration No.
WE TREND	Wetrend Media Limited	87170749	5522022
BUMBLE	Bumble Holding Limited	86415556	
BUMBLE	Bumble Holding Limited	86456042	
	Bumble Holding Limited	79219367	5478001
BUILD YOUR HIVE	Bumble Holding Limited	87526914	5583519
	Bumble Holding Limited	87978870	5624296
	Bumble Holding Limited	87104695	5851934
BUMBLETV	Bumble Holding Limited	88253301	5930477
FEMALE FILM FORCE	Bumble Holding Limited	79266365	
MAKE THE FIRST MOVE	Bumble Holding Limited	79267801	
BUMBLEBFF	Bumble Holding Limited	87254844	
BUMBLEBIZZ	Bumble Holding Limited	87254847	
BUMBLEBIZZ	Bumble Holding Limited	87982708	
BUMBLEBFF	Bumble Holding Limited	87982709	
FIRST MOVE	Bumble Holding Limited	79278297	
MAKING MOVES	Bumble Holding Limited	79280230	
	Bumble Holding Limited	79281928	
SRSLY	Wetrend Media Ltd	85895976	4585436
	Chappy Limited	87233593	5430974
	Wetrend Media Limited	87170751	5522023
CHAPPY	Chappy Limited	87172447	
BUMBL	Bumble Holding Limited	88366137	
MAKE THE FIRST MOVE	Bumble Holding Limited	87437314	