

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chappy Limited		05/01/2020	limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5430974		
<b>Serial Number:</b>	87172447	CHAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3122698000		
<b>Email:</b>	martus@nge.com		
<b>Correspondent Name:</b>	Lee J. Eulgen		
<b>Address Line 1:</b>	Neal Gerber & Eisenberg LLP		
<b>Address Line 2:</b>	Two North LaSalle Street, Suite 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	27146.7012		
<b>NAME OF SUBMITTER:</b>	Ian J. Block		
<b>SIGNATURE:</b>	/Ian J. Block/		
<b>DATE SIGNED:</b>	05/01/2020		
<b>Total Attachments: 6</b>			
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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: 0805**

**Schedule I  
Trademark Registrations and Applications**

<b>Trademark</b>	<b>Owner</b>	<b>Application No.</b>	<b>Registration No.</b>
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	