

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRINDR LLC		06/10/2020	Limited Liability Company: CALIFORNIA
BLENDR LLC		06/10/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	FORTRESS CREDIT CORP.
Street Address:	1345 Avenue of the Americas, 46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5868159	BLENDR
Registration Number:	5868157	BLENDR
Registration Number:	4308794	0 FEET AWAY
Registration Number:	3817133	
Registration Number:	3873600	
Registration Number:	4547226	
Registration Number:	5402438	GAYMOJI
Registration Number:	5423515	GAYMOJI
Registration Number:	3873295	GRINDR
Registration Number:	3806576	GRINDR
Registration Number:	4174822	GRINDR FOR EQUALITY
Registration Number:	5330666	SLUMBR
Registration Number:	4309127	ZERO FEET AWAY

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

TRADEMARK

Phone: 3128622272
Email: carrie.rosenberg@kirkland.com
Correspondent Name: Carrie Rosenberg
Address Line 1: Kirkland and Ellis
Address Line 2: 300 N. LaSalle
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11553-86
NAME OF SUBMITTER:	Carrie Rosenberg
SIGNATURE:	/Carrie Rosenberg/
DATE SIGNED:	03/13/2023

Total Attachments: 9

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of June 10, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of FORTRESS CREDIT CORP., as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of June 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among SAN VICENTE CAPITAL LLC, a Delaware limited liability company (the “*Borrower*”), SAN VICENTE GAP LLC, a Delaware limited liability company (“*Holdings*”), each of the Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), FORTRESS CREDIT CORP., as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”), and the Collateral Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of June 10, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, and all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and right to sue for damages and payments for past, present or future infringements thereof (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any "intent-to-use" application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, or any other application for a trademark registration that would otherwise be deemed invalidated, unenforceable, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration is Excluded Property and shall not be deemed Collateral or Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRINDR LLC,
a California limited liability company,
as a Grantor

By: 

Name: James Lu

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BLENDR LLC,
a California limited liability company,
as a Grantor

By: 

Name: James Lu

Title: Vice President


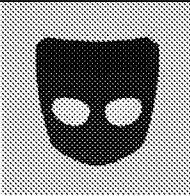
ACCEPTED:

FORTRESS CREDIT CORP.,
as the Collateral Agent

By: _____
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

[Signature Page to Trademark Security Agreement]

SCHEDULE A
U.S. Trademarks and Applications

Credit Party / Owner	Jurisdiction	Registration No.	Registration Date	Mark
Blendr LLC	United States	5,868,159	09/24/2019	BLENDR
Blendr LLC	United States	5,868,157	09/24/2019	
Grindr LLC	United States	4,308,794	03/26/2013	0 FEET AWAY
Grindr LLC	United States	3,817,133	07/13/2010	
Grindr LLC	United States	3,873,600	11/09/2010	
Grindr LLC	United States	4,547,226	06/10/2014	
Grindr LLC	United States	5,402,438	02/13/2018	GAYMOJI
Grindr LLC	United States	5,423,515	03/13/2018	GAYMOJI
Grindr LLC	United States	3,873,295	11/09/2010	GRINDR
Grindr LLC	United States	3,806,576	06/22/2010	
Grindr LLC	United States	4,174,822	07/17/2012	GRINDR FOR EQUALITY
Grindr LLC	United States	5,330,666	11/07/2017	SLUMBR
Grindr LLC	United States	4,309,127	03/26/2013	ZERO FEET AWAY