

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM856455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grindr LLC		11/28/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
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	
Registration Number:	6936454		
Registration Number:	6935667	GRINDR	
Serial Number:	97145845		
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
TRADEMARK			

OP \$365.00 4308794

Phone: 2129061209
Email: jess.bajada-bartlett@lw.com
Correspondent Name: LATHAM & WATKINS C/O J. Bajada-Bartlett
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	045494-0562
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	11/28/2023

Total Attachments: 9

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of November 28, 2023 by and from GRINDR LLC, a California limited liability company (“Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, “Grantee”).

WHEREAS, GRINDR CAPITAL LLC, a Delaware limited liability company (the “Borrower”), GRINDR INC., a Delaware corporation (“Ultimate Parent”), GRINDR GROUP LLC, a Delaware limited liability company (“Intermediate Parent”) and GRINDR GAP LLC, a Delaware limited liability company (“Holdings” and, together with Ultimate Parent and Intermediate Parent, the “Parent Guarantors”), the Lenders and Grantee have entered into that certain Credit Agreement dated as of November 28, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, Grantor and certain other Subsidiaries of Ultimate Parent have entered into that certain Guarantee and Collateral Agreement dated as of November 28, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, in accordance with the Guarantee and Collateral Agreement, Grantor has agreed to enter into this Confirmatory Grant for purposes of recording the grant of the security interest in Grantor’s Trademarks with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

2) Grant of Security Interest. The Grantor hereby assigns and transfers to the Grantee and hereby grants to Grantee for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks now owned or at any time hereafter acquired by Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including without limitation the Trademarks listed on Exhibit A hereto and all extensions and renewals thereof; together with (a) all goodwill of the business symbolized by the foregoing; (b) all income, royalties, damages, and payments now and hereafter due or and/or payable with respect thereto, including, without limitation, damages and payments for past, present and future infringements, dilutions, or other violations thereof; (c) all rights to sue or otherwise recover for past, present, and future infringements, dilutions, or other violations thereof; and (d) all rights, priorities and privileges corresponding to any of the foregoing throughout the world.

3) Guarantee and Collateral Agreement. This Confirmatory Grant has been granted in conjunction with the security interest granted under the Guarantee and Collateral Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the

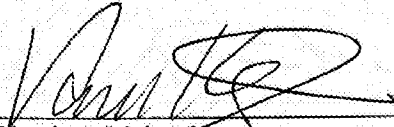
Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

4) Counterparts. This Confirmatory Grant 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.

5) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be construed in accordance with and governed by the law of the State of New York.


IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

GRINDR LLC

By: 
Name: Vandana Mehta-Krantz
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

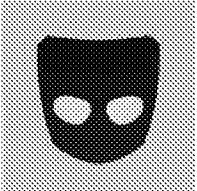

By: 
Name: Elizabeth O'Connor
Title: Authorized Officer



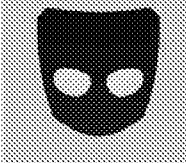
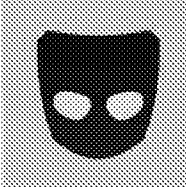
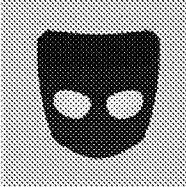
[Signature Page to Confirmatory Grant of Security Interest in United States Trademarks]

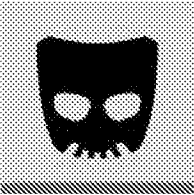
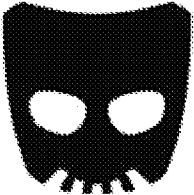
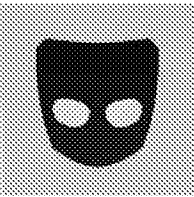

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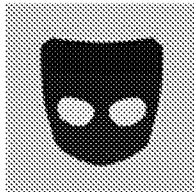
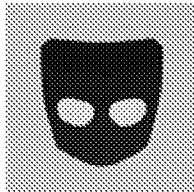
EXHIBIT A
TO
CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Registered Trademarks

Credit Party / Owner	Jurisdiction	Registration No.	Registration Date	Mark
Grindr LLC	Australia	1362004	5/18/2010	GRINDR
Grindr LLC	Brazil	917462483	02/11/2020	
Grindr LLC	Brazil	917463021	02/11/2020	GRINDR
Grindr LLC	Brazil	917462459	02/11/2020	GRINDR
Grindr LLC	Canada	TMA817109	02/07/2012	GRINDR
Grindr LLC	China	21553250, 21553249, 21553248, 25559902, 21554163, 25920928, 21554162, 31543651, 25924102, 21554161, 21554160, 25919666, 21554159, 25920906, 21553251, 21554152, 25562112	11/28/2017, 10/28/2018, 01/21/2018, 07/21/2018, 09/07/2018, 09/07/2018, 07/21/2018, 06/07/2019, 07/07/2019, 11/21/2018, 11/28/2017, 11/21/2018, 11/21/2018, 11/21/2018, 11/07/2018, 11/21/2018, 11/28/2017, 01/27/2019	

Grindr LLC	China	21554157, 21554156, 21554155, 21554154, 21554153, 21554151, 21554150, 21554158	11/28/2017	
Grindr LLC	China	64800216, 68695764, 61949840	5/23/2022 12/5/2022 6/14/2023	
Blendr LLC	European Union	10529584	05/25/2012	BLENDR
Grindr LLC	European Union	009240839	12/24/2010	GRINDR
Grindr LLC	Japan	IR 1323843	09/30/2016	
Grindr LLC	Japan	IR 1324275	09/30/2016	GRINDR
Grindr LLC	Mexico	IR 1323843	09/30/2016	
Grindr LLC	Mexico	IR 1324275	09/30/2016	GRINDR
Grindr LLC	South Korea	IR 1323843	09/30/2016	

Grindr LLC	South Korea	IR 1324275	09/30/2016	GRINDR
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
Grindr LLC	United States	6,936,454	12/27/2022	
Grindr LLC	United States	6,935,667	12/27/2022	GRINDR
Grindr LLC	Vietnam	IR 1323843	09/30/2016	
Grindr LLC	Vietnam	IR 1324275	09/30/2016	GRINDR
Grindr LLC	WIPO	1323843	09/30/2016	
Grindr LLC	WIPO	1324275	09/30/2016	GRINDR

Unregistered Trademarks

None.

Pending Trademark Applications

Credit Party / Owner	Jurisdiction	Application No.	Application Date	Mark
Grindr LLC	Australia	2404701	11/10/2023	TELEPORT

Grindr LLC	Canada	2,292,392	11/10/2023	TELEPORT
Grindr LLC	European Union	018949316	11/10/2023	TELEPORT
Grindr LLC	United Kingdom	UK00003978282	11/10/2023	TELEPORT
Grindr LLC	United States	97/145,845	11/29/2021	BLOOP sound mark

Registered Trademarks and Pending Trademark
Applications Licensed

None.