

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8296506

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
GRINDR LLC	11/28/2023
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
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	14101070
Application Number:	13071420
Application Number:	15688528
Application Number:	16272174
Application Number:	16562632
Application Number:	16889925
Application Number:	17393809
Application Number:	18380936
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	2129061209
Email:	jess.bajada-bartlett@lw.com
Correspondent Name:	LATHAM & WATKINS C/O JESSICA 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

PATENT

DATE SIGNED:	11/28/2023
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Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (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 Patents 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 Patents 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 Patents listed on Exhibit A hereto; together with (a) all inventions and designs claimed therein; (b) all reissues, divisions, substitutions, continuations, renewals, re-examinations, extensions, and continuations-in-part thereof; (c) all income, royalties, damages, claims, and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and future infringements or other violations thereof; (d) the right to sue or otherwise recover for past, present, and future infringements or other violations thereof; and (e) all other 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

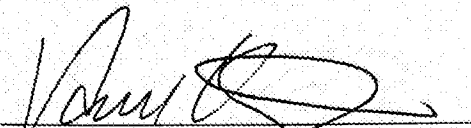
Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

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.

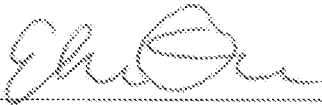
IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

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 Patents]

PATENT
REEL: 065692 FRAME: 0528

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

Issued Patents and Pending Patent Applications

App. No.	Filing Date	Patent No.	Issue Date	Expiration Date	Status	Patent Owner
14/101,070	December 9, 2013	9,749,429	August 29, 2017	April 12, 2031	Granted	Grindr LLC
13/071,420	March 24, 2011	8,606,297	December 10, 2013	May 9, 2031	Granted	Grindr LLC
15/688,528	August 28, 2017	10,257,292	April 9, 2019	March 24, 2031	Granted	Grindr LLC
16/272,174	February 11, 2019	10,447,791	October 15, 2019	March 24, 2031	Granted	Grindr LLC
16/562,632	September 6, 2019	10,708,367	July 7, 2020	March 24, 2031	Granted	Grindr LLC
16/889,925	June 2, 2020	11,102,310	August 24, 2021	March 24, 2031	Granted	Grindr LLC
17/393,809	August 4, 2021	N/A	N/A	TBD	Allowed Note: we paid the issue fee on 10/17/23; this application will be issuing into a patent in the coming weeks	Grindr LLC
18/380,936	October 17, 2023	N/A	N/A	TBD	Pending	Grindr LLC

Issued Patents and Pending Patent Applications
Licensed

None.