

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 7121/0541		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE TORCH FINANCE LLC		03/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Zoosk, Inc.		
Street Address:	3400 N. Ashton Boulevard, Suite 175		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5846282	INSIGNIA	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Jaemin Lee		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	47057-055		
NAME OF SUBMITTER:	Jaemin Lee		
SIGNATURE:	/Jaemin Lee/		
DATE SIGNED:	03/11/2022		
Total Attachments: 4			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 11, 2022 (this “Release”), is made by BLUE TORCH FINANCE LLC, a Delaware limited liability company, as collateral agent for the benefit of the Secured Parties (in such capacity, the “Collateral Agent”), under that (i) certain Trademark Security Agreement, dated as of July 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2019 Trademark Security Agreement”) and (ii) certain Trademark Security Agreement, dated as of December 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2020 Trademark Security Agreement” and together with the 2019 Trademark Security Agreement, collectively, the “Trademark Security Agreement”), by and between ZOOSK, INC., a Delaware corporation (the “Grantor”) and the Collateral Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on (i) July 1, 2019 at reel 6682, frame 0492 and (ii) December 2, 2020 at reel 7121, frame 0541, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the trademarks set forth on the attached Schedule I;

WHEREAS, pursuant to that certain Payoff Letter, dated as of March 11, 2022, by and between among others, the Grantor and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

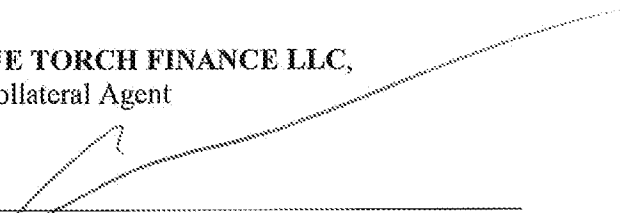
The Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its Liens on and security interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral, and (d) hereby re-transfers, re-conveys and re-assigns any right, title or interest in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby, to the Grantor. The Collateral Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent’s security interests in the Trademark Collateral.

Section 6 of the Trademark Security Agreement is incorporated herein by reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first written above.

BLUE TORCH FINANCE LLC,
as Collateral Agent

By: 
Name: Kevin Genda
Title: Authorized Signatory

SCHEDULE I

Trademark Collateral

REGISTERED TRADEMARKS

REEL:6682 FRAME:0492

Jurisdiction	Registration No.	Registration Date	Mark
United States	4415102	10/8/2013	ZOOSK
United States	3845261	9/7/2010	ZOOSK
United States	4665795	1/6/2015	CAROUSEL
United States	4718360	4/7/2015	BEHAVIORAL MATCHMAKING
United States	3977042	6/14/2011	ZOOSKTV
United States	4754347	6/16/2015	BOOST
United States	4066545	12/6/2011	ONLINE DATING. YOUR WAY.
United States	4148133	5/22/2012	THE ROMANTIC SOCIAL NETWORK
United States	4411426	10/1/2013	SOCIALBOX
United States	4418932	10/15/2013	SOCIALBOX
United States	4645322	11/25/2014	SMARTPICK
United States	5050353	9/27/2016	HEART Logo
United States	5050352	9/27/2016	ZOOSK (and design) v2
United States	5105532	12/20/2016	FIRST COMES LIKE
United States	5166931	3/21/2017	FIND THE DATE THAT FITS YOU
United States	3283427	8/21/2007	COUPLETS.COM
United States	3476277	7/29/2008	ZOOSK

TRADEMARK APPLICATIONS

Jurisdiction	App. No.	App. Date	Applicant	Mark
United States	86252823	4.15.14	Zoosk, Inc.	COUPLET
United States	86796678	10.22.15	Zoosk, Inc.	LIVELY
United States	87743568	1.4.2018	Zoosk, Inc.	INSIGNIA
United States	87452296	5.16.2017	Zoosk, Inc.	INSTANT CRUSH

REEL:7121 FRAME:0541

United States	5846282	8/27/2019	INSIGNIA
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TRADEMARK LICENSES

None.