

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Torch Finance LLC		01/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Spark Networks USA, LLC		
Street Address:	3400 N. ASHTON BOULEVARD		
Internal Address:	SUITE 175		
City:	LEHI		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4288432	FAITH COM	
Registration Number:	4452675	FAITH.COM	
CORRESPONDENCE DATA			
Fax Number:	9735302225		
<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:	9735302025		
Email:	trademarks@csglaw.com		
Correspondent Name:	Peter Nussbaum		
Address Line 1:	Chiesa Shahinian & Giantomasi PC		
Address Line 2:	One Boland Drive		
Address Line 4:	West Orange, NEW JERSEY 07052		
NAME OF SUBMITTER:	Peter Nussbaum		
SIGNATURE:	/Peter Nussbaum/		
DATE SIGNED:	05/10/2022		
Total Attachments: 3			
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OP \$65.00 4288432

PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of the 11th day of January, 2022 by BLUE TORCH FINANCE LLC, a Delaware limited liability company as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined in the Loan Agreement, defined below) in favor of the Grantors (as defined in the Loan Agreement), including SPARK NETWORKS USA, LLC, a Delaware limited liability company (individually referred to as the "Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, the Lenders, the Guarantors and the Administrative Agent entered into the Loan Agreement dated as of July 1, 2019 (as amended, supplemented, or otherwise modified from time to time, the "Loan Agreement") and (ii) Spark and the Administrative Agent entered into the Trademark Security Agreement dated as of July 1, 2019 (as amended, supplemented, or otherwise modified from time to time, the "IP Agreement") pursuant to which a security interest was created in favor of the Administrative Agent in the Trademark Collateral and pledged (but did not transfer title to) such Trademark Collateral to Administrative Agent; and

WHEREAS, the Trademark Security Agreement was recorded (i) in the records of the United States Patent and Trademark Office on July 1, 2019 at reel 6682/frame 0464;

WHEREAS, Grantor has requested that the Administrative Agent release, and the Administrative Agent has agreed to release, its security interest in the trademark registrations and applications listed on Exhibit A hereto (collectively, the "Released Intellectual Property").


NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

The Administrative Agent hereby terminates and releases its security interest in the Released Intellectual Property and the Administrative Agent hereby assigns and transfers to Grantor, without any representation, warranty, or recourse whatsoever, Administrative Agent's entire right, title, and interest in and to the Released Intellectual Property, effective as of the date set forth above.

This Release is applicable only and solely with respect to the Released Intellectual Property and to no other Collateral arising under the Security Documents (including the IP Agreement) (such other Collateral, the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the Security Documents (including the IP Agreement) with respect to all such Retained Collateral, and the Administrative Agent's security interests, liens, rights, titles and interests in and to such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release. The Security Documents (including the IP Agreement) (and all rights and remedies of the Administrative Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

At the request and sole expense of the Grantor, the Administrative Agent hereby agrees to execute such further instruments and documents and perform such further acts necessary to carry out the purposes of this Release.

BLUE TORCH FINANCE LLC, as Administrative Agent


By:  _____

Name: Kevin Genda

Title: Authorized Signatory

EXHIBIT A

Released Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
USA	4288432	12-Feb-13	May 31, 2012	 FAITH.COM (logo)
USA	4452675 (SUPP)	17-Dec-13	May 31, 2012	FAITH.COM (words only)