

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6221932

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COGNANT LLC	07/27/2020
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	2380 PERFORMANCE DRIVE, BUILDING C
Internal Address:	AGENCY MANAGEMENT
City:	RICHARDSON
State/Country:	TEXAS
Postal Code:	75082
PROPERTY NUMBERS Total: 21	
Property Type	Number
Patent Number:	10406442
Patent Number:	10646784
Patent Number:	10547658
Patent Number:	10491697
Application Number:	15265397
Application Number:	16032402
Application Number:	16032426
Application Number:	16106539
Application Number:	16059391
Application Number:	16137839
Application Number:	16142524
Application Number:	16180261
Application Number:	16208773
Application Number:	16202678
Application Number:	16204113
Application Number:	16263762
Application Number:	16668710
Application Number:	16386485
Application Number:	16401229

PATENT

Property Type	Number
Application Number:	16459106
Application Number:	16505375

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1248042 PAT
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	07/28/2020

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of July 27, 2020, is made by Cognant LLC, a California limited liability company (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of August 15, 2018 (as amended by that certain Amendment No. 1 to the Credit Agreement, dated April 23, 2019, that certain Amendment No. 2 to the Credit Agreement, dated April 27, 2020, that certain Amendment No. 3 to the Credit Agreement, dated May 6, 2020 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among APPLOVIN CORPORATION, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, and BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of August 15, 2018 (as supplemented by that certain Supplement No. 1 to the Security Agreement, dated August 22, 2018, that certain Supplement No. 2 to the Security Agreement, dated April 24, 2020, that certain Supplement No. 3 to the Security Agreement, dated July 27, 2020, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the 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 Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. 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.

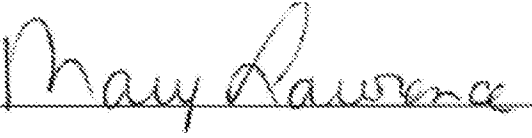
6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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.

COGNANT LLC,
as the Grantor

By: 
Name: Victoria Valenzuela
Title: Manager

BANK OF AMERICA, N.A.
as the Collateral Agent

By: 

Name: Mary Lawrence
Title: Assistant Vice President

SCHEDULE A

U.S. Patent Registrations and Applications

Owner	Application Number	Registration Number	Title
Cognant LLC	15/265,397		Systems and Methods for Generating Measurable Units for Use Within a Virtual Environment by Interacting With Rewarded Units
Cognant LLC	15/855,177	10,406,442	System and Method for Managing Dynamic Opt-In Experiences in a Virtual Environment
Cognant LLC	16/530,103	10,646,784	System and Method for Managing Dynamic Opt-In Experiences in a Virtual Environment
Cognant LLC	15/924,850	10,547,658	System and Method for Managing Content Presentation on Client Devices
Cognant LLC	16/032,402		Temporal Anomaly Detection System and Method
Cognant LLC	16/032,426		System and Method for Detecting Fraudulent Activity on Client Devices
Cognant LLC	16/106,539		System and Method for Assessing Digital Content Presentations
Cognant LLC	16/059,391		System and Method for Assessing Publisher Quality
Cognant LLC	16/137,839		System and Method for Attributing User Action to Engagement with Online Content

Cognant LLC	16/142,524		System and Method for Detecting Fraudulent Software Installation Activity
Cognant LLC	16/180,261		System and Method for Inferring Anonymized Publishers
Cognant LLC	16/208,773		System and Method for User-Level Lifetime Value Prediction
Cognant LLC	16/202,678		System and Method for Recommending Features for Content Presentations
Cognant LLC	16/204,113		System and Method for Providing Software Applications
Cognant LLC	16/263,762		System and Method for Client Application User Acquisition
Cognant LLC	16/275,738	10,491,697	System and Method for Bot Detection
Cognant LLC	16/668,710		System and Method for Bot Detection
Cognant LLC	16/386,485		System and Method for Managing Content Presentations
Cognant LLC	16/401,229		System and Method for User Cohort Value Prediction
Cognant LLC	16/459,106		Media Acquisition with Probabilistic Modeling
Cognant LLC	16/505,375		Fraud Discovery in a Digital Advertising Ecosystem