

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6803282

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
PLAYSTUDIOS US LLC		06/24/2021
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	10 SOUTH DEARBORN	
Internal Address:	FLOOR L2, SUITE IL 1-1145	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Patent Number:	8949717	
Patent Number:	9305319	
Patent Number:	8992319	
Patent Number:	10366566	
Patent Number:	9427661	
Patent Number:	9319373	
Application Number:	13844292	
Application Number:	13849897	
Application Number:	13922248	
Application Number:	14144581	
Patent Number:	10163303	
Application Number:	14270303	
Patent Number:	10068426	
Patent Number:	9704349	
Patent Number:	10748382	
Patent Number:	9898888	
Patent Number:	10360752	
Application Number:	15068581	
Patent Number:	10163304	

Property Type	Number
Patent Number:	9824537
Application Number:	16231922
Application Number:	16401631
Application Number:	16508246
Application Number:	16939045
Application Number:	63130698

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000

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Correspondent Name: SPENCER SIMON

Address Line 1: 787 SEVENTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER: SPENCER SIMON

SIGNATURE: /Spencer Simon/

DATE SIGNED: 07/08/2021

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time) (this “Agreement”), dated as of June 24, 2021, by and between PLAYSTUDIOS US LLC, a Delaware limited liability company (the “Grantor”) and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the “Administrative Agent”).

Reference is made to (a) the Pledge and Security Agreement, dated as of June 24, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”) among Playstudios, Inc., a Delaware corporation (“Holdings”), PLAYSTUDIOS US LLC, a Delaware limited liability company (the “Borrower”), each other Grantor (as defined therein) party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of June 24, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

(a) all patents, patent applications and like protections including without limitation improvements, divisionals, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same, now existing or hereafter adopted or acquired, including the patents and patent applications set forth on Schedule I hereto;

(b) all claims for, and rights to sue for, past or future infringements of any of

the foregoing; and

(c) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.


PLAYSTUDIOS US, LLC, as a Grantor

By: 

Name: Andrew Pascal

Title: President and Chief Executive Officer

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

By:  _____
Name: Grace Mahood
Title: Authorized Signatory

SCHEDULE I

Patents and Patent Applications

[See attached.]

PLAYSTUDIOS US, LLC (patents and patent applications)

Effective Filing Date/ Application # Patent #	Official title	Brief Description
15-Nov-11	13/297,218 8,949,717	Automatically position avatars in a virtual world
17-Dec-11	13/275,186 9,305,319	Method of controlling avatars (abstract from Screen53)
11-Jan-12	13/248,327 8,992,319	Social network virtual assembly places through probability of interaction method (equated from Screen53)
14-Feb-13	13/767,257 10,566,566	Social Machine With Isometric Symbols
15-Mar-13	13/786,340 9,427,661	Social Networking Game With Non-Random Piles
15-Mar-13	13/831,903 9,313,973	Social Networking Game with Integrated Social Graph
15-Mar-13	13/844,292	Social Networking Game with Prioritized Message Queue
25-Mar-13	13/893,897	Reward Management System
20-Jun-13	13/922,248	Online Game that Allows Players to Win Building Attributes in Associated Simulation Game
13-Dec-13	14/144,581	Social Machine Game with Adjusted Distribution
13-Mar-14	14/210,030	Method, System, and Apparatus for Enabling Players to Earn Tangible Rewards on a Social Game
5-May-14	14/210,030	Method, System, and Apparatus for Enabling Players to Earn Tangible Rewards on a Social Game
25-Jun-14	14/218,635	Online Game with Adjusted Results
25-Sep-14	14/257,348	Networked Randomized Exchanges with Adjustment for Nonoptimal Transactions
13-Dec-14	14/672,123 9,899,888	Method, System, and Apparatus for Enabling Players to Earn Tangible Rewards on a Social Game
13-Mar-15	14/672,123 9,899,888	Social Machine With Isometric Symbols
7-Jan-16	14/698,234 10,360,752	Social Machine Game with Dynamically Generated Feed Structures
12-Mar-16	15/008,581	Social Networking Game with Prioritized Message Queue
17-Apr-16	15/131,008 10,163,304	Cash Slot Machine Augmented with Secondary Currency
17-Apr-16	15/131,009 9,824,537	Cash Slot Machine Augmented with Secondary Currency
24-Dec-18	16/231,922	Cash Slot Machine Augmented with Secondary Currency
2-May-19	16/401,631	Method, System, and Apparatus for Providing Free Play While Enabling Players to Earn Tangible Rewards on a Game
10-Jul-19	16/598,246	Social Networking Game With Non-Random Piles
17-Aug-20	16/935,807	Weighting Games with Guaranteed Loyalty Points
15-May-12	16/939,045	System and Method for Redeeming Virtual Currency/Points for Tangible Goods and/or Services
27-Dec-20	63/130,698	Loyalty Points based on Time

Matches up avatars of users in virtual rooms according to their social profile.

Social machine game which utilizes reels which have three dimensional shapes on them which spin while preserving the three-dimensional aspects of the reels

Pre-determines a prize for a particular player based on his/her history and then spins a prize wheel which is predetermined to award the player the predetermined prize without the player knowing about the predetermined prize

Shows avatars walking around the virtual city which highlights high value players, allow a player to send a message to another player's avatar even if that player is not logged into the system

Prioritizing messages that are allowed to be sent through feedback so that the more important players are prioritized in receiving certain messages

A "Back-end system" which allows an administrator to set and administer rewards for players in real time

A slot machine game which award building symbols which allows the player to build structures

Adjusting a math model of a game based on how lucky or unlucky the player has been

Allowing a player to earn loyalty points to exchange for physical goods in which different games have different rates at which loyalty points can be earned

Allowing a player to play online at a virtual casino and earn loyalty points and then utilize those loyalty points to augment a physical slot machine in a physical casino.

Observes the results a player is having online and depending on the results, automatically changes the math model for the player (without the player knowing) in order to achieve certain results

Provides a player with more credits when making bad decisions during play of a game of play such as blackjack

Observes a player's history of play and provides a player with more credits when playing poorly

Social machine game which utilizes reels which have three dimensional shapes on them which spin while preserving the three dimensional aspects of the reels

Game which resembles the "crash" or "crash" games in which a player can spin reels which are under a large pile

Prioritizing messages that are allowed to be sent through feedback so that the more important players are prioritized in receiving certain messages

Allows a player to play a physical slot machine in a casino and switch between a casual mode which earns loyalty points and a cash play mode which cannot be redeemed for cash

Allows a player to play a physical slot machine in a casino and earn both comp points which can be redeemed for and loyalty points which cannot be redeemed for cash

Allowing a player to play a casual game for free if they have no credits left

Pre-determines a prize for a particular player based on his/her history and then spins a prize wheel which is predetermined to award the player the predetermined prize without the player knowing about the predetermined prize

Pre-awards players with "guaranteed loyalty points" and then converts them to regular loyalty points during play so there is no "chance" involved in how many loyalty points the player earns (which can be redeemed for prizes)

Allows a player to play a casual game using non-cash value chips and earn loyalty points which can be redeemed for physical prizes

Awarding of Loyalty Points based on time spent engaging with the application