# 508991512 01/24/2025

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI780464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
SuperPlay Ltd	12/24/2024
G.S Innplay Labs Ltd	12/24/2024

### **RECEIVING PARTY DATA**

Company Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	600 Washington Boulevars
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	11857882
Application Number:	17852577
Application Number:	18528849

### **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:** 8004945225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2631964 JT
NAME OF SUBMITTER:	Joanna McCall
SIGNATURE:	/Joanna McCall/
DATE SIGNED:	01/24/2025

**Total Attachments: 8** 

source=Playtika IP Security Agreement (ISR Guarantors) Patents#page1.tiff source=Playtika IP Security Agreement (ISR Guarantors) Patents#page2.tiff

PATENT 508991512 REEL: 070002 FRAME: 0011



PATENT REEL: 070002 FRAME: 0012

## **Intellectual Property Security Agreement**

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 24, 2024 (this "<u>Agreement</u>"), made by SuperPlay Ltd, a limited company incorporated under the laws of Israel ("<u>SuperPlay</u>"), and G.S Innplay Labs Ltd, a limited company incorporated under the laws of Israel ("<u>G.S Innplay</u>" and, together with SuperPlay, the "<u>Pledgors</u>"), in favor of UBS AG, Stamford Branch (as successor in interest to Credit Suisse AG, Cayman Islands Branch), as Collateral Agent (as defined below).

WHEREAS, Playtika Holding Corp., a Delaware corporation (the "Borrower"), has entered into that certain Credit Agreement, dated as of December 10, 2019 (as modified by that certain Incremental Assumption Agreement No. 1, dated as of June 15, 2020, as amended by that certain Incremental Assumption Agreement, dated as of October 23, 2020, as modified by that certain Incremental Assumption Agreement No. 2, dated as of January 15, 2021, as modified by that certain Incremental Assumption Agreement No. 3 and Second Amendment to Credit Agreement, dated as of March 11, 2021, as amended by that certain Third Amendment to Credit Agreement, dated as of June 19, 2023 and as it may be further amended, restated, amended and restated, replaced, substituted, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto from time to time and UBS AG, Stamford Branch (as successor in interest to Credit Suisse AG, Cayman Islands Branch), as administrative agent and as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, the Loan Parties may from time to time incur Other First Lien Obligations under Other First Lien Agreements (each as defined in the applicable Foreign Collateral Agreement (as defined below)).

WHEREAS, under the applicable Israeli Collateral Agreements (as defined in the Credit Agreement) (the "Foreign Collateral Agreements"), each Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a floating charge security interest in, among other property, certain intellectual property of such Pledgor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office ("<u>USPTO</u>") and the United States Copyright Office ("<u>USCO</u>").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement (or any Equivalent Provision thereof). The rules of construction specified in Section 1.02 of the Credit Agreement (or any Equivalent Provision thereof) also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as the case may be, in full of its Secured Obligations (as defined in the applicable Foreign Collateral Agreement) when due, each Pledgor pursuant to the applicable Foreign Collateral Agreements did, and hereby does, grant to the Collateral Agent, for the benefit of the Secured Parties, a floating charge security interest in all of such Pledgor's right, title and interest in or to any and all patents, trademarks, service marks, trade names, trade dress, designs, logos, domain

PATENT REEL: 070002 FRAME: 0013 names and other source identifiers, copyrights or mask works, domain names, data, databases, software, trade secrets, applications and registrations for any of the foregoing, and all other intellectual property or proprietary rights, in each case, now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest, including, without limitation, as of the date hereof all patents listed on Schedule I and all trademarks listed on Schedule II (collectively, the "IP Collateral"); provided, however, that the foregoing pledge, assignment and grant of security interest shall not include any Excluded Property (as defined in the applicable Foreign Collateral Agreement), including any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Foreign Collateral Agreements*. The floating charge security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the floating charge security interests granted to the Collateral Agent pursuant to the Foreign Collateral Agreements. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Foreign Collateral Agreements, and the terms and provisions of each Foreign Collateral Agreement, as applicable, 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 any Foreign Collateral Agreement, the terms of such Foreign Collateral Agreement shall govern with respect to the applicable Pledgor.

SECTION 4. *Release*. (i) Upon any sale or other transfer by any Pledgor of any IP Collateral that is not prohibited by the Credit Agreement or any Other First Lien Agreement to any person that is not a Loan Party, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in any IP Collateral pursuant to Section 9.08 of the Credit Agreement (or any Equivalent Provision thereof) and any equivalent provision of any applicable Other First Lien Agreement (in each case, to the extent required thereby), or (iii) as otherwise may be provided in any applicable Foreign Collateral Agreement or any applicable Intercreditor Agreement, the security interest in such IP Collateral shall be automatically released, all without delivery of any instrument or performance of any act by any party.

SECTION 5. *Recordation*. Each Pledgor hereby requests and authorizes the USPTO and the USCO to record this Agreement against the IP Collateral set forth on the Schedules to this Agreement and such additional IP Collateral as may be acquired or created by the Pledgors from time to time.

SECTION 6. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR

TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SUPERPLAY LTD

By: Craiz Abrahams

Name: Craig Abrahams

Title: Director

**REEL: 070002 FRAME: 0016** 

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

G.S INNPLAY LABS LTD

By: Craiz Abrahams

Name: Craig Abrahams

Title: Director

REEL: 070002 FRAME: 0017

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: Name:

Muhammad Afzal

Title:

Director

By:

Name: Larcy Naval

Title:

Director

Schedule I

# SCHEDULE I Patents

Company	Country	Title	Status	Registration No.	Application No.	Registration Date
SuperPlay Ltd	United States	ALTERING COMPUTER GAME TILES HAVING MULTIPLE MATCHABLE ENDS	Patented	US 2024/0001231	17/852,577	N/A
SuperPlay Ltd	United States	ALTERING COMPUTER GAME TILES HAVING MULTIPLE MATCHABLE ENDS	Patented	US 11,857,882	18/212,732	01/02/2024
SuperPlay Ltd	United States	ALTERING COMPUTER GAME TILES HAVING MULTIPLE MATCHABLE ENDS	Docketed New Case - Ready for Examination 12/19/2023	2024/0100442	18/528,849	N/A

PATENT REEL: 070002 FRAME: 0019 Schedule II

# SCHEDULE II Trademarks

Company	Country	Mark	Status	Registration No.	Serial No.	Registration
SuperPlay	United States	Dice Dreams	Registered	6255810	90015205	01/26/2021
SuperPlay Ltd	United States	Domino Dreams	Registered	7159051	97337923	09/05/2023
SuperPlay Ltd	United Kingdom	Dice Dreams	Registered	UK00003495499	UK00003495499	09/04/2020
SuperPlay Ltd	United Kingdom	Domino Dreams	Registered	UK00003820788	UK00003820788	11/04/2022
SuperPlay Ltd	European Union	Domino Dreams	Registered	018748547	018748547	12/29/2022
SuperPlay Ltd	European Union	Dice Dreams	Registered	019061931	019061931	12/06/2024
G.S Innplay Labs Ltd	United States	(Design)	Pending	N/A	79402805	N/A
G.S Innplay Labs Ltd	United States	Inplay Labs	Pending	N/A	79402806	N/A
G.S Innplay Labs Ltd	United States	ANIMALS & COINS	Pending	N/A	98179510	N/A

PATENT REEL: 070002 FRAME: 0020

RECORDED: 01/24/2025