

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456233

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RockYou, Inc.		12/21/2017	Corporation: DELAWARE
MMJK, Inc.		12/21/2017	Corporation: DELAWARE
Solitary Game LLC		12/21/2017	Limited Liability Company: DELAWARE
Fanbread, Inc.		12/21/2017	Corporation: DELAWARE
GREE International, Inc.		12/21/2017	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Centre Lane Partners Master Credit Fund II, L.P.
<b>Street Address:</b>	60 East 42nd Street, #1250
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10165
<b>Entity Type:</b>	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3419492	PUREPLAY
<b>Registration Number:</b>	3988594	MALL WORLD
<b>Registration Number:</b>	4968708	DAILYTOAST
<b>Registration Number:</b>	4791033	WAR OF NATIONS
<b>Registration Number:</b>	4504218	LUCKY SLOTS
<b>Registration Number:</b>	4424881	LUCKY SLOTS
<b>Registration Number:</b>	4574386	BINGO BLINGO
<b>Registration Number:</b>	4028841	GALACTIC TRADER
<b>Registration Number:</b>	4781974	KITCHEN SCRAMBLE
<b>Registration Number:</b>	4467979	REWARD BASED GAMES
<b>Registration Number:</b>	4024965	ROCKYOU
<b>Registration Number:</b>	4024964	ROCKYOU
<b>Registration Number:</b>	4021649	ROCKYOU MEDIA
<b>Registration Number:</b>	4143123	ZOO WORLD
<b>Registration Number:</b>	4903551	SOLITAIRE ARENA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5042820	BAKERY BLITZ

**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:** 212-655-3372  
**Email:** dmangan@chapman.com  
**Correspondent Name:** Chapman and Cutler LLP  
**Address Line 1:** 1270 Avenue of the Americas, 30th Floor  
**Address Line 2:** Deirdre Mangan  
**Address Line 4:** New York, NEW YORK 10020

<b>NAME OF SUBMITTER:</b>	Deirdre Mangan
<b>SIGNATURE:</b>	/Deirdre Mangan/
<b>DATE SIGNED:</b>	12/29/2017

**Total Attachments: 9**

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**ADDENDUM TO TRADEMARKS COVER SHEET**

1. Name and state of additional conveying parties:

(i) Name: MMJK, Inc.

State: Delaware  
Type: corporation  
Citizenship: Delaware

(ii) Name: Solitary Game LLC

State: Delaware  
Type: limited liability company  
Citizenship: Delaware

(iii) Name: Fanbread, Inc.

State: Delaware  
Type: corporation  
Citizenship: Delaware

(iv) Name: GREE International, Inc.

State: California  
Type: corporation  
Citizenship: California

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of December 21, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CENTRE LANE PARTNERS MASTER CREDIT FUND II, L.P. (“*Centre Lane*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ROCKYOU, INC., a Delaware corporation (“*Company*”), each subsidiary of Company listed as a “Borrower” in the signature pages thereto (together with Company, the “*Borrowers*”), Centre Lane, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto, have entered into that certain Senior Secured Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Notwithstanding the foregoing, “*Collateral*” shall not include any Excluded Property; *provided* that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date thereof to constitute Collateral (unless and to the extent such property thereafter constitutes Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Guaranty, as applicable.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROCKYOU, INC.  
MMJK, INC.  
SOLITARY GAME LLC  
FANBREAD, INC.  
GREE INTERNATIONAL, INC.,  
as Grantor

DocuSigned by:  
By Lisa Marino  
Name: 31409DB2E263442... Lisa Marino  
Title: Chief Executive Officer

SIGNATURE PAGE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006238 FRAME: 0712**

Schedule A

PATENTS

**Patents**

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
MMJK, Inc.	COMPUTER NETWORKED GAME SYSTEM UTILIZING SUBSCRIPTION BASED MEMBERSHIP AND ALTERNATIVE METHODS OF ENTRY	7094154	8/22/2006

**Patent Applications**

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>
RockYou, Inc.	Systems and Methods for Crediting Rewards in On-Line Games	Prov No. 61522653
RockYou, Inc.	Virtual Coupons for use in On-Line Games	13/762,304
RockYou, Inc.	Automated Sweepstakes Manager	Prov No. 61621708

Schedule B

TRADEMARKS

**Trademarks**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MMJK, Inc.	PUREPLAY	3419492	2008/4/29
RockYou, Inc.	MALL WORLD	3988594	2011/7/5
Fanbread, Inc.	DAILYTOAST	4968708	2016/5/31
Gree International, Inc.	War of Nations	4,791,033	2015/8/11
RockYou, Inc.	LUCKY SLOTS	4504218	2014/1/3
RockYou, Inc.	LUCKY SLOTS	4424881	2013/29/10
RockYou, Inc.	BINGO BLINGO	4574386	2014/7/29
RockYou, Inc.	GALACTIC TRADER	4028841	2011/9/20
RockYou, Inc.	KITCHEN SCRAMBLE	4781974	2015/7/28
RockYou, Inc.	REWARD BASED GAMES	4467979	2014/1/14
RockYou, Inc.	ROCKYOU	4024965	2011/9/13
RockYou, Inc.	ROCKYOU	4024964	2011/9/13
RockYou, Inc.	ROCKYOU MEDIA	4021649	2011/9/6
RockYou, Inc.	ZOO WORLD	4143123	2012/5/15
Solitary Game LLC	SOLITAIRE ARENA	4903551	2016/2/23
RockYou, Inc.	BAKERY BLITZ	5042820	2016/9/13

Schedule C

COPYRIGHTS

**Copyrights**

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Rock You, Inc.	ZOMBIES SOCIAL NETWORKING SOFTWARE.	TXu001578412	2008/07/15
Rock You, Inc.	WEREWOLVES SOCIAL NETWORKING SOFTWARE.	TXu001578413	2008/07/15
RockYou, Inc.	VAMPIRES SOCIAL NETWORKING SOFTWARE.	TXu001578398	2008/07/15
RockYou, Inc.	SLAYERS SOCIAL NETWORKING SOFTWARE.	TXu001578404	2008/07/15
MMJK, Inc.	My Hottest Friends / by Javier Guel, Bill Summer, Guy Argus, MMJK, Inc.	TX0006424446	2010/08/16
MMJK, Inc.	MY HOTTEST FRIENDS.	TX0007176107	2010/07/16