

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEOPLEFUN, INC.		08/22/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	Agency Management, 2380 Performance Drive		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4384800	WORD CHUMS	
Registration Number:	4646039	CHUMS	
Registration Number:	5391320	WORDSCAPES	
Registration Number:	4852634	ADVENTURE SMASH	
Registration Number:	4401268	PEOPLEFUN	
Registration Number:	4401267	PEOPLEFUN	
Registration Number:	3064972	WORDSCAPE	
Registration Number:	4396965	PEOPLEFUN	
Registration Number:	4396966	PEOPLEFUN	
Registration Number:	3349001	WORDSCAPE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$265.00 4384800

ATTORNEY DOCKET NUMBER:	F178949
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	08/24/2018

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 22, 2018, is made by PeopleFun, Inc., a Texas corporation (the “Grantor”), in favor of Bank of America, N.A., as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of August 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among APPLOVIN CORPORATION, a Delaware corporation (the “Borrower”), each of the Subsidiaries listed on the signature pages hereto or that becomes a party hereto pursuant to Section 8.14 (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and BANK OF AMERICA, N.A., (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

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, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of August 15, 2018 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, 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 Trademarks, 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, each 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. Each Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon

such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States 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. Each 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.

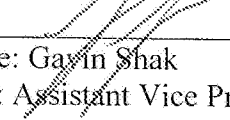
6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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.

PEOPLETUN, INC.,
as the Grantor

By: Tony Goodman
Name: Tony Goodman
Title: Chief Executive Officer

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



By: 
Name: Gavin Shak
Title: Assistant Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006422 FRAME: 0179

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Applicant / Registrant	Territory	Serial Number	Reg. Number	Date Registered
Word Chums	PeopleFun, Inc.	US	85499102	4384800	8-13-2013
Chums	PeopleFun, Inc.	US	85981831	4646039	11-25-2014
WordScapes	PeopleFun, Inc.	US	87517822	5391320	1-30-2018
Adventure Smash	PeopleFun, Inc.	US	86495800	4852634	11-10-2015
	PeopleFun, Inc.	US	85645275	4401268	9-10-2013
PeopleFun	PeopleFun, Inc.	US	85645273	4401267	9-10-2013
WordScape	PeopleFun, Inc.	US	76977730	3064972	3-7-2006
PEOPLEFUN	PeopleFun, Inc.	US	85518535	4396965	9-3-2013
	PeopleFun, Inc.	US	85518828	4396966	9-3-2013
WORDSCAPE	PeopleFun, Inc.	USS	76601675	3349001	12-4-2007