TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM510348

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roblox Corporation		02/14/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue, 42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Ni	Minus Manue
Number	Word Mark
5515648	
5466424	ROBLOX
5460112	BLOXY
5292052	POWERING IMAGINATION
4731874	ROBUX
3280422	ROBLOX
87203534	
87930158	RBX
87347734	ROBLOX
87405607	ROBLOX
87098255	ROBLOX
87098247	ROBLOX
86928584	ROBLOX
86814049	POWERING IMAGINATION
	5466424 5460112 5292052 4731874 3280422 87203534 87930158 87347734 87405607 87098255 87098247 86928584

CORRESPONDENCE DATA

Fax Number: 8586385130

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: 619-699-2700

> TRADEMARK **REEL: 006565 FRAME: 0178**

900485805

Email:	susan.reynholds@dlapiper.com	
Correspondent Name:	DLA	Piper LLP (US)
Address Line 1:	401 E	3 Street, Suite 1700
Address Line 4:	San I	Diego, CALIFORNIA 92101
NAME OF SUBMITTER:		Matt Schwartz
SIGNATURE:		/s/ Matt Schwartz
DATE SIGNED:		02/15/2019
Total Attachments: 10		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of February 14, 2019 by and between JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below, and ROBLOX CORPORATION, a Delaware corporation ("Grantor").

RECITALS

- A. Administrative Agent has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Administrative Agent (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"). Administrative Agent is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in the Collateral, including certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.
- B. Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Credit Agreement), by and among Administrative Agent, Grantor and the other grantors from time to time party thereto, Grantor has granted to Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest.</u> Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright applications and copyright registrations set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the registered patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those trademark applications and trademark applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall exclude the Excluded Assets.

- 2. <u>Recordation</u>. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.
- 3. <u>Authorization</u>. Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. <u>Loan Documents.</u> This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 5. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

2

- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Governing Law.</u> This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:
ROBLOX CORPORATION
By: Mellew 7/40
Name: Mithau Guthrie
Title: CFO
A DIMINISTRA A CUDITO
ADMINISTRATIVE AGENT:
JPMORGAN CHASE BANK, N.A., as Administrative Agent
Ву:
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:
ROBLOX CORPORATION
Ву;
Name:
Title:
ADMINISTRATIVE AGENT:
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent
ву: 4/4
Name: //// //// //////////////////////////
Title: 1/24/24/201/201/201/201/
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[Signature Page to Intellectual Property Security Agreement]

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EXHIBIT A

Copyrights

None.

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EXHIBIT B

Patents

Patent Description	Patent Number	Issue Date
Tracking and Recommendation	10052561	08/21/2018
System for Online Gaming		
Uniform Game Display Across	10080961	09/25/2018
Multiple Devices		
Gps tracking with map overlay	10080970	09/25/2018
Automatic decoration of a three-	10115241	10/30/2018
dimensional model		
Online building toy	7874921	01/25/2011
System for creating and operating	8277318	10/02/2012
three-dimensional vehicles from pre-		
constructed parts	8306985	11/06/2012
System and method for increasing search ranking of a community	8306983	11/00/2012
website		
Method for sorting and displaying	8392283	03/05/2013
items in a virtual catalog	0372203	03/03/2013
Method and apparatus for automatic	8537165	09/17/2013
coalescence of connected rigid bodies		03/1//2013
System and methods for managing	8832568	09/09/2014
distributed physics simulation of		
objects in a virtual environment		
Methods and system for modifying	8839153	09/16/2014
parameters of three dimensional		
objects subject to physics simulation		
and assembly		
Method and Apparatus for Rendering	8842116	09/23/2014
and Modifying Terrain in a Virtual		
World	0020220	05/12/2015
Gaming system	9028330	05/12/2015
System for Optimizing Processing Capacity for a Group of Gaming	9044677	06/02/2015
Applicances Engaged in Play of an		
Online Game		
Method for Manipulating Three-	9082218	07/14/2015
Dimensional Voxel Data for On-	7002210	0771112013
Screen Visual		
Player-Side Cache	9106963	08/11/2015
Pass-Structured Game Platform	9199170	12/01/2015
Geometric Assembly	9229605	01/05/2016
Lighting Management in Virtual	9245376	01/26/2016
Worlds		
Personalized server-based system for	9358451	06/07/2016
building virtual environments		
Multi-Solver Physics Engine	9457277	10/04/2016
Automatic decoration of a three-	9536344	01/03/2017
dimensional model		

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Patent Description	Patent Number	Issue Date
Dynamic and Scalable Topology for	9550125	01/24/2017
Virtual World Environments		
Game Retention Value Optimization	9821223	11/21/2017
System		
Motivational Score	9901833	02/27/2018
Tracking and Player-to-Game	9919220	03/20/2018
Matching System for Online Gaming		

Patent Applications

Patent Application	Application Filing Date	Application Serial Number
Providing sponsored content in	02/09/2009	12368253
virtual environments		
Virtual World Location Display	02/05/2010	12701214
Sorting		
Virtual Arbitration System and	02/05/2010	12701243
Method		
Community-Based Moderator System	05/21/2010	12784915
for Online Content		
Game Invitations Through Peer-to-	06/15/2010	12816029
Peer Chat		
System for Pre-Caching Game	11/29/2011	13306415
Content Based on Game Selection		
Probability		
Method for Preselecting Three-	03/06/2012	13413023
Dimensional Space for Triggering		
Automated Construction of a Three-		
Dimensional Structure		
Adaptive Physics Engine for	09/17/2012	13621384
Rendering Rigid Body and or Soft		
Body Physics for Virtual Objects in		
Contact with Voxelized Fluid		
Parties from Chat	04/06/2016	15092210
User-Controlled, On-Demand	04/13/2016	15097650
Gaming Channel		
System for Handling Communicated	08/03/2016	15227177
Threats		
Methods and Apparatus for	10/11/2016	15290634
Interacting with Network-Connected		
Consumers		
Virtual Reality Environment	10/18/2016	15296485
Observation System and Network		
Virtual Reality Environment	02/28/2017	15445339
Multiplatform Adaptive System		
System for User-Generated Content	03/01/2017	15446780
as Digital Experiences		
Third Person Camera and Avatar	03/08/2017	15453097
Motion Controller for Virtual Reality		
Players of Avatar-Based Games		
Avatar Teleport Controller	03/17/2017	15461913

Patent Application	Application Filing Date	Application Serial Number
Touch-Screen Based Game	05/04/2017	15586707
Controller		
Automatic Rating System and	05/31/2017	15609905
Method		

EXHIBIT C

Trademarks

Trademark	Registration Date	Registration Number
	07/10/2018	5515648
ROBLOX	05/08/2018	5466424
BLOXY	05/01/2018	5460112
POWERING IMAGINATION	09/19/2017	5292052
ROBUX	05/05/2015	4731874
ROBLOX	08/14/2007	3280422

Trademark Applications

Trademark Application	Application Filing Date	Application Serial Number
	10/14/2016	87203534
RBX	05/21/2018	87930158
ROBLOX	02/23/2017	87347734
ROBLOX	04/10/2017	87405607
ROBLOX	07/08/2016	87098255
ROBLOX	07/08/2016	87098247
ROBLOX	03/03/2016	86928584
POWERING IMAGINATION	11/09/2015	86814049

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RECORDED: 02/15/2019