

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671367

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wooga GmbH		08/26/2021	Limited Liability Company: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	New York bank organized and existing under the laws of Switzerland: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90694188	THE LOST DIARIES	
<b>Serial Number:</b>	90694189	THE LOST DIARIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	059344-0007		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	08/31/2021		
<b>Total Attachments: 6</b>			
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**Intellectual Property Security Agreement**

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of August 26, 2021 (this “Agreement”), made by Wooga GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Charlottenburg under HRB 117846 (the “Pledgor”), in favor of 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 First Amendment to Credit 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 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 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 Foreign Collateral Agreement (as defined below)).

WHEREAS, under that certain Pledge of IP Rights Agreement, dated as of the date hereof (the “Foreign Collateral Agreement”) by and among the Pledgor, Wooga ParentCo DE GmbH and the Collateral Agent, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (“USPTO”) and the United States Copyright Office (“USCO”).

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 Foreign Collateral Agreement) when due, the Pledgor pursuant to the Foreign Collateral Agreements did, and hereby does, grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Pledgor’s right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

- (i) all copyrights listed on Schedule I; and
- (ii) all trademarks listed on Schedule II;

provided, however, that the foregoing pledge, assignment and grant of security interest shall not include any Excluded Property, 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 Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Foreign Collateral Agreement. The 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 Agreement, and the terms and provisions of the 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 the Foreign Collateral Agreement, the terms of the Foreign Collateral Agreement shall govern with respect to the Pledgor.

**SECTION 4. *Recordation.*** The Pledgor hereby requests and authorizes the USPTO and the USCO to record this Agreement against the IP Collateral.

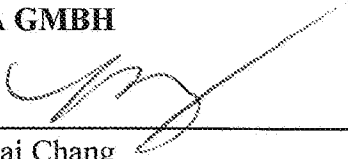
**SECTION 5. *Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

**SECTION 6. *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]**

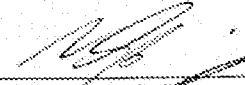
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**WOOGA GMBH**

By:   
Name: Nai Chang  
Title: Managing Director

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent

By:   
Name: Whitney Gaston  
Title: Authorized Signatory

By:   
Name: Navshaer Safi  
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE I**

**Copyrights**

<b>Owner</b>	<b>Country/ State</b>	<b>Copyright</b>	<b>Status</b>	<b>Registration No. / Application No.</b>	<b>Registration Date</b>
Wooga GmbH	United States	Blobby Boy et al.	REGISTERED	VA 0001866364	3/21/2013

**SCHEDULE II**

**Trademarks**

<b>Company</b>	<b>Country</b>	<b>Mark</b>	<b>Status</b>	<b>Registration No.</b>	<b>Application No.</b>	<b>Registration Date</b>
Wooga GmbH	UNITED STATES	THE LOST DIARIES	PENDING		90/694,188	
Wooga GmbH	UNITED STATES	THE LOST DIARIES	PENDING		90/694,189	