

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TAPJOY, INC.		06/14/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5019017	FUTURE VALUE MAP
Registration Number:	5663180	INTERPLAY
Registration Number:	6241493	M
Registration Number:	6218345	MOBILEVOICE BY TAPJOY
Registration Number:	6612112	MODERN MOBILE GAMER
Registration Number:	4579569	REWARDING MOBILE
Registration Number:	4118236	TAPJOY
Registration Number:	4332085	TAPJOY
Registration Number:	5429839	TAPJOY MAXIMUM IMPACT PLATFORM
Registration Number:	5943054	TAPVIEW

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: 2024547625

Email: ipteam@cogencyglobal.com

Correspondent Name: Julia Birgen

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

OP \$265.00 5019017

ATTORNEY DOCKET NUMBER:	1710250
NAME OF SUBMITTER:	Gwendolyn Meccas
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	06/15/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated June 14, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Obligors”) in favor of Silicon Valley Bank, as administrative agent (together with its permitted successors and assigns, the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, IRONSOURCE LTD, a company organized under the laws of Israel (the “Borrower”), the Guarantors party thereto, the Administrative Agent, the Lenders from time to time party thereto, and the L/C Issuers from time to time party thereto have entered into the Credit Agreement, dated as of June 29, 2021 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit.

WHEREAS, in connection with the Credit Agreement, the Obligors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among obligors from time to time party thereto and the Administrative Agent, in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower.

WHEREAS, under the terms of the Security Agreement, the Obligors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Obligors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Obligor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest (in each case excluding any Excluded Property) (the “IP Collateral”):

- (a) all registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto; and
- (b) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Obligor under this IP Security Agreement secures the payment of all Obligations of such Obligor 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Obligor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Obligor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Obligor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Obligors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Obligor authorizes and requests that the Commissioner for Trademarks 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 of this Agreement by fax transmission or e-mail transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this 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 Obligor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the IP 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Obligor 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.

TAPJOY, INC.,
as Obligor

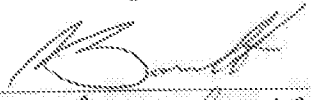
By: _____

Name: Assaf Ben Ami
Title: Treasurer

[Signature Page to Trademark Security Agreement]

SILICON VALLEY BANK,
as Administrative Agent

By:






Name: Ryan Barnett
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007752 FRAME: 0760

Schedule A

United States Trademark Registrations and Trademark Applications

Registered owner/Obligor	Trademark	Registration No. or Serial No.
Tapjoy, Inc.	FUTURE VALUE MAP	5019017 09-AUG-2016
Tapjoy, Inc.	INTERPLAY	5663180 22-JAN-2019
Tapjoy, Inc.	M 	6241493 05-JAN-2021
Tapjoy, Inc.	MOBILEVOICE BY TAPJOY 	6218345 08-DEC-2020
Tapjoy, Inc.	MODERN MOBILE GAMER 	6612112 11-JAN-2022
Tapjoy, Inc.	REWARDING MOBILE	4579569 05-AUG-2014
Tapjoy, Inc.	TAPJOY	4118236 27-MAR-2012
Tapjoy, Inc.	TAPJOY 	4332085 07-MAY-2013
Tapjoy, Inc.	TAPJOY MAXIMUM IMPACT PLATFORM	5429839 20-MAR-2018
Tapjoy, Inc.	TAPVIEW	5943054 24-DEC-2019

Trademark Licenses

Licensee/ Obligor	Registered owner/ Licensor	Trademark	Registration No. or Serial No.
None.			