

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834372

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAINIUUM STUDIOS, LLC		08/16/2023	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5760438		
Registration Number:	5150663	A A A A	
Registration Number:	5515093	ILU	
Registration Number:	6127463		
Registration Number:	5485553	A J	
Registration Number:	5760437	BRAINIUUM STUDIOS	
Registration Number:	6030327		
Serial Number:	97393644	J U M B	
Registration Number:	6797931		
Registration Number:	6840981		
Registration Number:	6343680		
Registration Number:	6708452	SUDOKU	
Registration Number:	6493286	JUMBLINE	
Registration Number:	6333044	WORD SEARCH	
Registration Number:	6333043	SUDOKU	
Registration Number:	6333041	J2	
Registration Number:	6333040		
Registration Number:	6343464	X	

CH \$540.00 5760438

Property Type	Number	Word Mark
Serial Number:	97580389	STARSHIP SURVIVOR
Serial Number:	97764303	YG'NOTH
Serial Number:	97764284	

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180-00022
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	08/24/2023

Total Attachments: 7

- source=JPM - Brainium - Trademark Security Agreement Executed (002)#page1.tif
- source=JPM - Brainium - Trademark Security Agreement Executed (002)#page2.tif
- source=JPM - Brainium - Trademark Security Agreement Executed (002)#page3.tif
- source=JPM - Brainium - Trademark Security Agreement Executed (002)#page4.tif
- source=JPM - Brainium - Trademark Security Agreement Executed (002)#page5.tif
- source=JPM - Brainium - Trademark Security Agreement Executed (002)#page6.tif
- source=JPM - Brainium - Trademark Security Agreement Executed (002)#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time) (this “Agreement”), dated as of August 16, 2023, by and between Brainium Studios, LLC, an Oregon limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the “Administrative Agent”).

Reference is made to (a) the Pledge and Security Agreement, dated as of June 24, 2021 (as supplemented by that certain Security Agreement Supplement, dated as of the date hereof, made by the Grantor in favor of the Administrative Agent, and as further amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among PLAYSTUDIOS, Inc., a Delaware corporation (“Holdings”), PLAYSTUDIOS US, LLC (the “Borrower”), each other Grantor (as defined therein) party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of June 24, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “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) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which 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 Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. ***Choice of Law.*** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. ***Counterparts.*** This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

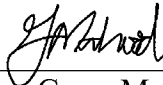
BRAINIUM STUDIOS, LLC, as a Grantor

By:  _____
Name: Scott Peterson
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008177 FRAME: 0582

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 
Name: Grace Mahood
Title: Authorized Signatory

SCHEDULE I
Trademark Applications and Registrations

Title	Record Owner	Application No. / Registration No.	Dated
The brain design in black and white	Brainium Studios LLC	5760438	05/28/2019
AAAA plus the design of 4 ace cards	Brainium Studios LLC	5150663	02/28/2017
ILU	Brainium Studios LLC	5515093	07/10/2018
The white spider design on a red background	Brainium Studios LLC	6127463	08/18/2020
AJ and the black and white design	Brainium Studios LLC	5485553	06/05/2018
BRAINIUM STUDIOS	Brainium Studios LLC	5760437	05/28/2019
The pyramid design with shapes of a red heart, a black spade, a black club, and a red diamond.	Brainium Studios LLC	6030327	04/07/2020
JUMB and the black and white design	Brainium Studios LLC	97393644	5/3/2022
The silver crown design on a blue background	Brainium Studios LLC	6797931	07/19/2022
Spider design on a red image	Brainium Studios LLC	6840981	09/06/2022

Title	Record Owner	Application No. / Registration No.	Dated
White dragon design on a black image	Brainium Studios LLC	6343680	05/04/2021
SUDOKU and the design on a green image	Brainium Studios LLC	6708452	04/19/2022
JUMBLINE	Brainium Studios LLC	6493286	09/21/2021
WORD SEARCH and the white letters on a blue image design	Brainium Studios LLC	6333044	04/27/2021
SUDOKU and the white letters on a white image design	Brainium Studios LLC	6333043	04/27/2021
J2 and a design of the letters on a blue image	Brainium Studios LLC	6333041	04/27/2021
A design of an open crown on a blue image	Brainium Studios LLC	6333040	4/27/2021
X and the design of a dragon in the shape of an s in black and white	Brainium Studios LLC	6343464	05/04/2021
STARSHIP SURVIVOR	Brainium Studios LLC	97580389	09/06/2022
YG'NOTH	Brainium Studios LLC	97764303	01/23/2023

Title	Record Owner	Application No. / Registration No.	Dated
Alien Design	Brainium Studios LLC	97764284	01/23/2023