

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			
Property Type	Number	Word Mark	
Registration Number:	5515648		
Registration Number:	5466424	ROBLOX	
Registration Number:	5460112	BLOXY	
Registration Number:	5292052	POWERING IMAGINATION	
Registration Number:	4731874	ROBUX	
Registration Number:	3280422	ROBLOX	
Serial Number:	87203534		
Serial Number:	87930158	RBX	
Serial Number:	87347734	ROBLOX	
Serial Number:	87405607	ROBLOX	
Serial Number:	87098255	ROBLOX	
Serial Number:	87098247	ROBLOX	
Serial Number:	86928584	ROBLOX	
Serial Number:	86814049	POWERING IMAGINATION	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		

CH \$365.00 5515648

Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street, Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	02/15/2019

Total Attachments: 10
source=IPSA#page1.tif
source=IPSA#page2.tif
source=IPSA#page3.tif
source=IPSA#page4.tif
source=IPSA#page5.tif
source=IPSA#page6.tif
source=IPSA#page7.tif
source=IPSA#page8.tif
source=IPSA#page9.tif
source=IPSA#page10.tif

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. Grant of Security Interest. 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. Recordation. 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. Authorization. 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. Loan Documents. 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. Execution in Counterparts. 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. 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.

[Balance of Page Intentionally Left Blank]

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: 

Name: Michael Guthrie

Title: CFO

ADMINISTRATIVE AGENT:

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

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

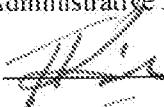
By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

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

By:  _____

Name: *Timothy J. ...* _____

Title: *Administrative Agent* _____

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

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

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


Patent Applications

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


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

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