
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)**

CORSAIR GAMING, INC.
(Name of Issuer)

Common stock, par value \$0.0001 per share
(Title of Class of Securities)

22041X 102
(CUSIP Number)

Corsair Group (Cayman), LP
c/o EagleTree Capital, LP
1185 Avenue of the Americas, 39th Floor
New York, NY 10036
Attn: Stephanie R. McCavitt
(212)702-5690
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 15, 2022
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 (the "**Exchange Act**") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS	
	Corsair Group (Cayman), LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		56,300,771
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		56,300,771
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	56,300,771	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	56.0% (1)	
14	TYPE OF REPORTING PERSON	
	PN	

1	NAMES OF REPORTING PERSONS	
	EagleTree-Carbide (GP), LLC (2)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		56,300,771
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		56,300,771
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	56,300,771	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	56.0% (1)	
14	TYPE OF REPORTING PERSON	
	OO	

1	NAMES OF REPORTING PERSONS	
	EagleTree Partners IV (GP), LP (2)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 56,300,771
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 56,300,771
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 56,300,771	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 56.0% (1)	
14	TYPE OF REPORTING PERSON PN	

1	NAMES OF REPORTING PERSONS	
	EagleTree Partners IV Ultimate GP, LLC (2)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		56,300,771
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		56,300,771
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	56,300,771	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	56.0% (1)	
14	TYPE OF REPORTING PERSON	
	OO	

1	NAMES OF REPORTING PERSONS	
	Anup Bagaria (2)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		56,300,771
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		56,300,771
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	56,300,771	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	56.0% (1)	
14	TYPE OF REPORTING PERSON	
	IN	

1	NAMES OF REPORTING PERSONS	
	George L. Majoros, Jr. (2)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 56,300,771
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 56,300,771
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 56,300,771	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 56.0% (1)	
14	TYPE OF REPORTING PERSON IN	

- (1) Calculated using the sum of (i) 95,988,656 shares of common stock, par value \$0.0001 per share ("Common Stock"), outstanding as of October 25, 2022, as set forth in Corsair Gaming, Inc.'s Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (the "Commission") on November 3, 2022 and (ii) 4,545,455 shares of Common Stock issued by Corsair Gaming, Inc. on November 17, 2022 in its underwritten public offering pursuant to the final prospectus supplement, dated November 14, 2022, filed by Corsair Gaming, Inc. with the Commission on November 16, 2022.

- (2) The beneficial ownership of the shares of Common Stock referred to herein as reported for each of EagleTree-Carbide (GP), LLC, EagleTree Partners IV (GP), LP, EagleTree Partners IV Ultimate GP, LLC, and Messrs. Bagaria and Majoros (collectively, the “Additional Reporting Persons”) is being reported solely because each of the Additional Reporting Persons may be deemed to beneficially own the shares of Common Stock beneficially owned by Corsair Group (Cayman), LP (“CGC”), but each Additional Reporting Person disclaims beneficial ownership of such shares. EagleTree-Carbide (GP), LLC is the sole general partner of CGC; EagleTree Partners IV (GP), LP is the sole member and manager of EagleTree-Carbide (GP), LLC; and EagleTree Partners IV Ultimate GP, LLC is the sole general partner of EagleTree Partners IV (GP), LP. Messrs. Bagaria and Majoros are the co-managing members of EagleTree Partners IV Ultimate GP, LLC. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by any of the Additional Reporting Persons that such Additional Reporting Person is the beneficial owner of any of the shares of Common Stock reported herein for purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended, or for any other purpose, and such beneficial ownership is expressly disclaimed.

Explanatory Note

Each Reporting Person (as defined below) was initially eligible pursuant to Section 13(d)(6)(B) and Rule 13d-1(d) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), to file a statement on Schedule 13G as a beneficial owner of more than five percent of the Common Stock (as defined below) of the Issuer (as defined below) before the Issuer registered the Common Stock under Section 12(b) of the Exchange Act on September 22, 2020 (the “Registration”). Each Reporting Person is filing this statement on Schedule 13D in lieu of a statement on Schedule 13G because, as a result of an additional acquisition of Common Stock of the Issuer following the Registration, the Reporting Persons have acquired beneficial ownership of more than 2.0% of the Common Stock of the Issuer during the preceding 12-month period.

Item 1. Security and Issuer.

This statement on Schedule 13D (this “Schedule 13D”) relates to shares of common stock, par value \$0.0001 per share (the “Common Stock”), of Corsair Gaming, Inc., a Delaware corporation (the “Issuer”). The Issuer’s principal executive offices are located at 115 N. McCarthy Boulevard, Milpitas, CA 95035. The Common Stock is listed on The Nasdaq Global Select Market and trades under the symbol “CRSR.”

Item 2. Identity and Background

(a),(f) This Schedule 13D is being filed jointly by (i) Corsair Group (Cayman), LP (“CGC”), and (ii) EagleTree-Carbide (GP), LLC (“EagleTree GP”), EagleTree Partners IV (GP), LP (“EagleTree Partners IV”), EagleTree Partners IV Ultimate GP, LLC (“EagleTree Ultimate”), Mr. Anup Bagaria and Mr. George L. Majoros, Jr. (each an “Additional Reporting Person” and together with CGC, the “Reporting Persons”).

- (1) CGC is a Cayman Islands exempted limited partnership.
- (2) EagleTree GP is a Cayman Islands limited liability company and the sole general partner of CGC.
- (3) EagleTree Partners IV is a Cayman Islands exempted limited partnership and the sole member and manager of EagleTree GP.
- (4) EagleTree Ultimate is a Cayman Islands limited liability company and the sole general partner of EagleTree Partners IV.
- (5) Messrs. Bagaria and Majoros are citizens of the United States and co-managing members of EagleTree Ultimate.

The Additional Reporting Persons may be deemed to beneficially own the shares of Common Stock beneficially owned by CGC, but each Additional Reporting Person disclaims beneficial ownership of such shares. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by any of the Additional Reporting Persons that it is the beneficial owner of any of the shares of Common Stock reported herein for purposes of Section 13(d) or 13(g) of the Exchange Act or for any other purpose, and such beneficial ownership is expressly disclaimed.

(b)-(c) CGC is principally engaged in the business of investing in securities. EagleTree GP is principally engaged in the business of being the general partner of CGC, and EagleTree Partners IV and EagleTree Ultimate are principally engaged in the business of being the general partner or member of investment entities affiliated with EagleTree Capital, LP.

The present principal occupation or employment of each of Messrs. Bagaria and Majoros is as an executive of EagleTree Capital, LP, which provides investment advisory services to CGC and its affiliates. Each of Messrs. Bagaria and Majoros is a co-managing member of EagleTree Ultimate.

The address of the principal business office of each of the Reporting Persons is:

c/o EagleTree Capital, LP
1185 Avenue of the Americas, 39th Floor
New York, NY 10036

(d)-(e) During the last five years, (1) none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) and (2) none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

CGC initially purchased the shares of the subsidiaries of Corsair Components (Cayman) Ltd., which was the predecessor of the Issuer, in August 2017 for aggregate consideration of approximately \$550 million.

On November 15, 2022, CGC agreed to purchase 2,121,212 shares (the “CGC Purchased Shares”) of the Issuer’s Common Stock in the Issuer’s underwritten public offering of an aggregate of 4,545,455 shares (the “Offering Shares”) of the Issuer’s Common Stock pursuant to the Issuer’s final prospectus supplement, dated November 14, 2022, filed with the Securities and Exchange Commission (the “Commission”) on November 16, 2022. The Offering Shares, including the CGC Purchased Shares, were sold to purchasers, including CGC, at an offering price of \$16.50 per share. CGC received the CGC Purchased Shares on November 17, 2022.

Upon the consummation of the Issuer’s underwritten public offering, the Reporting Persons beneficially owned 56,300,771 shares of the Issuer’s Common Stock.

The source of funds for such transactions was capital contributions from investors in CGC.

Item 4. Purpose of the Transaction

The responses set forth in Items 3 and 6 hereof are incorporated by reference in their entirety.

The Reporting Persons acquired the shares of Common Stock reported here for investment purposes. The Reporting Persons review their investment in the Issuer on a continuing basis, and may determine (1) to acquire additional securities of the Issuer, through open market purchases, private agreements or otherwise, or (2) to dispose of all or a portion of the securities of the Issuer owned by them through public offerings (including pursuant to the resale registration statement filed by the Issuer) or private transactions, or (3) to take any other available course of action.

CGC controls a majority of the voting power of the Issuer’s outstanding Common Stock. Pursuant to the Investor Rights Agreement (as defined in Item 6), CGC currently has the right to designate the chairman of the Issuer’s Board of Directors and to nominate five directors to the Issuer’s Board of Directors. Accordingly, CGC has exercised its nomination right with respect to three directors—Messrs. Anup Bagaria, George L. Majoros, Jr. and Stuart A. Martin—and has designated Mr. Majoros to be the chairman of the Issuer’s Board of Directors. Pursuant to the Investor Rights Agreement, CGC has designated each of Messrs. Bagaria and Majoros to serve on the Issuer’s compensation committee and each of Messrs. Bagaria, Majoros and Martin to serve on the Issuer’s nominating and corporate governance committee.

From time to time, the Reporting Persons intend to engage in discussions with the Board of Directors of the Issuer and/or members of the Issuer’s management team concerning a broad range of operational and strategic matters, including, without limitation, the Issuer’s business, operations, capital structure, governance, management and strategy as well as potential financings, business combinations, strategic alternatives and other matters concerning the Issuer, including transactions in which the Reporting Persons may seek to participate and potentially engage. The Reporting Persons may communicate with other stockholders or third parties regarding the foregoing.

Notwithstanding anything contained herein, the Reporting Persons specifically reserve the right to change their intention with respect to any or all of such matters. In reaching any decision as to their course of action (as well as to the specific elements thereof), the Reporting Persons currently expect that they would take into consideration a variety of factors, including, but not limited to the Issuer’s business and prospects, other developments concerning the Issuer and its businesses generally, other business opportunities available to the Reporting Persons, developments with respect to the business of the Reporting Persons, changes in law and government regulations, changes in tax laws and related regulations or the application thereof to the Company or the Reporting Persons, legal and regulatory developments, general economic conditions and money and stock market conditions, including the market price of the securities of the Issuer.

Except as set forth in this Item 4 of this Schedule 13D, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions specified in clauses (a) through (j) of the instructions to Item 4 of this Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a) and (b) – The information set forth in Item 2 (Identity and Background) of this Schedule 13D and in Items 7 through 11 and 13 of each of the cover pages to this Schedule 13D are incorporated herein by reference.

The percentage of the outstanding shares of the Issuer's Common Stock held by the Reporting Persons is calculated using the sum of (i) 95,988,656 shares of Common Stock outstanding as of October 25, 2022, as set forth in the Issuer's Quarterly Report on Form 10-Q filed with the Commission on November 3, 2022 and (ii) 4,545,455 shares of Common Stock issued by the Issuer on November 17, 2022 in the Issuer's underwritten public offering pursuant to the final prospectus supplement, dated November 14, 2022, filed by the Issuer with the Commission on November 16, 2022.

(c) – Except as set forth in Item 3 of this Schedule 13D, which is incorporated herein by reference, no transactions in the Common Stock of the Issuer were effected by the Reporting Persons in the 60 days preceding the date hereof.

(d) – To the best knowledge of the Reporting Persons, no one other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock beneficially owned by the Reporting Persons.

(e) – Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth in Item 3 of this Schedule 13D is incorporated by reference in its entirety into this Item 6.

Investor Rights Agreement

On September 22, 2020, in connection with the Issuer's initial public offering, the Issuer and CGC entered into an investor rights agreement (the "Investor Rights Agreement"). The Investor Rights Agreement grants CGC the right to designate the chairman of the Issuer's board of directors for so long as CGC and its affiliates beneficially own at least 20% of the Issuer's common stock. CGC is also able to nominate five directors to the Issuer's board of directors as long as CGC and its affiliates beneficially own at least 50% of the Issuer's common stock, four directors as long as CGC and its affiliates beneficially own at least 40% and less than 50% of the Issuer's common stock, three directors as long as CGC and its affiliates beneficially own at least 30% and less than 40% of the Issuer's common stock, two directors as long as CGC and its affiliates beneficially own at least 20% and less than 30% of the Issuer's common stock, and one director so long as CGC and its affiliates beneficially own at least 10% and less than 20% of the Issuer's common stock. Furthermore, as long as CGC and its affiliates beneficially own at least 20% of the Issuer's common stock, a change to the size of the board of directors requires approval by a majority of the CGC director designees. In addition, in the event a vacancy on the board of directors is created by the resignation of an CGC director designee, a majority of the remaining CGC director designees will have the right to have the vacancy filled by a new CGC director-designee. If there are no CGC director designees on the board of directors, the vacancy will be filled by a nominee designated by CGC. As long as CGC and its affiliates beneficially own at least 50% of the Issuer's common stock, directors may be removed with or without cause upon a majority vote of stockholders. Pursuant to the Investor Rights Agreement, as long as CGC and its affiliates beneficially own at least 20% of the Issuer's common stock, CGC director designees will serve on the compensation committee and nominating and corporate governance committee, subject to applicable Nasdaq rules.

In addition, the Issuer's amended and restated certificate of incorporation and amended and restated bylaws permits, for as long as affiliates of CGC maintain beneficial ownership of at least 50% of the Issuer's outstanding common stock, stockholder action by majority written consent, special meetings to be called by a majority of stockholders and amendments to the amended and restated certificate of incorporation and bylaws to be approved by a majority of stockholders.

Registration Rights Agreement

In connection with the Issuer's initial public offering, the Issuer also entered into a registration rights agreement (the "Registration Rights Agreement") with CGC, certain stockholders and other persons who may become party thereto. Subject to certain conditions, the Registration Rights Agreement provides certain affiliates of CGC with two "demand" registrations per year in the initial 12 months following the date of the Issuer's initial public offering and three "demand" registrations per year from and after the date that is 12 months after the Issuer's initial public offering; provided, that if any time after the 12 months following the Issuer's initial public offering, the Issuer is not eligible to file a Form S-3 shelf registration statement or for any other reason the "demand" registration statement is required to be filed on Form S-1, the Issuer will only be required to effect "two" demand registrations per year. In addition, the Issuer is required to file a shelf registration statement to register CGC's shares whenever the Issuer is eligible to file a Form S-3 shelf registration statement, and is required to file an automatic shelf registration statement to the extent that it is qualified to do so. Under the Registration Rights Agreement, all holders of registrable securities party thereto are provided with customary unlimited "piggyback" registration rights following an initial public offering, with certain exceptions. The Registration Rights Agreement also provides that the Issuer will pay certain expenses of these holders relating to such registrations and indemnify them against certain liabilities which may arise under the Securities Act.

Lock-Up Agreement

In connection with the Issuer's underwritten public offering, which was completed on November 17, 2022, the Reporting Persons agreed not to sell or transfer any shares of Common Stock beneficially owned by CGC without first obtaining the written consent of Goldman Sachs & Co. LLC (the "Underwriter"), subject to certain exceptions, for a period of six months after the date of the Prospectus. In addition, Messrs. Bagaria and Majoros, in their capacities as directors of the Issuer, agreed not to sell or transfer any shares of Common Stock beneficially owned in their individual capacities without first obtaining the written consent of the Underwriter, subject to certain exceptions, for a period ending on the earlier of (i) 90 days after the date of the prospectus for the underwritten offering and (ii) the opening of trading on the first trading day immediately following the Issuer's public release of earnings for the quarter ending December 31, 2022.

The foregoing descriptions of the Investor Rights Agreement, Registration Rights Agreement and Lock-up Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of the Investor Rights Agreement, the Registration Rights Agreement, and the Lock-up Agreements, respectively, which are filed as Exhibits 99.1, 99.2, 99.3, and 99.4, respectively, to this Schedule 13D and incorporated by reference herein.

Item 7. Materials to be Filed as Exhibits

The following documents are filed as exhibits hereto:

- 99.1 Investor Rights Agreement, dated as of September 22, 2020, by and between Corsair Gaming, Inc. and Corsair Group (Cayman), LP (incorporated by reference to Exhibit 4.3 of the Issuer's Form S-1/A, filed on September 18, 2020)
- 99.2 Registration Rights Agreement, dated as of September 22, 2020, by and between Corsair Gaming, Inc. and Corsair Group (Cayman), LP (incorporated by reference to Exhibit 4.4 of the Issuer's Form S-1/A, filed on September 18, 2020)
- 99.3 Lock-Up Agreement relating to shares of Common Stock beneficially owned by CGC
- 99.4 Lock-Up Agreement of Messrs. Bagaria and Majoros, as directors of the Issuer (incorporated by reference to Annex I to Exhibit 1.1 to the Issuer's Current Report on Form 8-K filed on November 18, 2022)
- 99.5 Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Exchange Act.
- 99.6 Power of Attorney for Corsair Group (Cayman), LP, EagleTree-Carbide (GP), LLC, EagleTree Partners IV (GP), LP and EagleTree Partners IV Ultimate (GP), LLC (incorporated by reference to Exhibit 24.1 to the Reporting Persons' Schedule 13G filed on February 11, 2021)
- 99.7 Power of Attorney for Anup Bagaria (incorporated by reference to Exhibit 24.2 to the Reporting Persons' Schedule 13G filed on February 11, 2021)
- 99.8 Power of Attorney for George L. Majoros, Jr. (incorporated by reference to Exhibit 24.3 to the Reporting Persons' Schedule 13G filed on February 11, 2021)

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 23, 2022

CORSAIR GROUP (CAYMAN), LP

By: EagleTree-Carbide (GP), LLC, its GP,
By: EagleTree Partners IV (GP), LP, its Sole Member,
By: EagleTree Partners IV Ultimate GP, LLC, its General Partner,

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

EAGLETREE-CARBIDE (GP), LLC

By: EagleTree Partners IV (GP), LP, its Sole Member,
By: EagleTree Partners IV Ultimate GP, LLC, its General Partner,

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

EAGLETREE PARTNERS IV (GP), LP

By: EagleTree Partners IV Ultimate GP, LLC, its General Partner,

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

EAGLETREE PARTNERS IV ULTIMATE (GP), LLC

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

ANUP BAGARIA

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

GEORGE L. MAJOROS, JR

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

Corsair Gaming, Inc.

Lock-Up Agreement

November 14, 2022

Goldman Sachs & Co. LLC

As representative of the several Underwriters
named in Schedule I hereto,

c/o Goldman Sachs & Co. LLC
200 West Street,
New York, New York 10282-2198

Re: Corsair Gaming, Inc. – Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representative (the “**Representative**”), propose to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) on behalf of the several Underwriters to be named in Schedule I to the Underwriting Agreement (collectively, the “**Underwriters**”), with Corsair Gaming, Inc., a Delaware corporation (or any predecessor or successor entities) (the “**Company**”), providing for a public offering (the “**Public Offering**”) of the common stock, par value \$0.0001 per share (“**Stock**”) of the Company (the “**Shares**”) pursuant to a Registration Statement on Form S-3 filed with the Securities and Exchange Commission (the “**SEC**”). Capitalized terms used but not otherwise defined herein have the meaning assigned to them in the Underwriting Agreement.

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement (this “**Lock-Up Agreement**”) and continuing to and including the date six (6) months after the date set forth on the final prospectus covering the Public Offering (the “**Lock-Up Period**”), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Stock of the Company, or any options or warrants to purchase any shares of Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Stock of the Company (such options, warrants or other securities, collectively, “**Derivative Instruments**”), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of Stock of the Company or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Stock or other securities, in cash or otherwise (any such sale, loan,

pledge or other disposition, or transfer of economic consequences, a “*Transfer*”) or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above; provided that nothing herein shall prohibit or restrict the undersigned from (1) making any public disclosure required by Section 13 of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) or any rule promulgated thereunder, or (2) making any demand for, or exercise any right with respect to, the registration of any shares of Stock or Derivative Instruments during the Lock-Up Period (provided, in the case of any such demand or exercise of rights, (a) the undersigned or the Company shall give Goldman Sachs & Co. LLC written notice at least two business days prior to such filing, (b) no public announcement of such demand or exercise of rights shall be made and (c) no public announcement of such filing shall be made, in each of the case of (b) or (c), prior to the date 90 days after the date set forth on the final prospectus covering the Public Offering). The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

Notwithstanding the foregoing, the undersigned may Transfer the undersigned’s shares of Stock and Derivative Instruments:

- (i) as a *bona fide* gift or gifts or for bona fide estate planning purposes, provided the donee or donees thereof agree to be bound in writing by the restrictions set forth herein;
- (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value;
- (iii) in connection with the sale or other Transfer of the undersigned’s shares of Stock of the Company acquired in the Public Offering or in open market transactions after the Public Offering;
- (iv) to the Company in connection with the exercise or settlement of options, warrants or other rights to acquire shares of Stock or any security convertible into or exercisable for shares of Stock in accordance with their terms (including the settlement of restricted stock units and including, in each case, by way of net exercise and/or to cover withholding tax obligations in connection with such exercise) pursuant to an employee benefit plan, option, warrant or other right disclosed in the final prospectus for the Public Offering, provided that any such shares issued upon exercise of such option, warrant or other right shall be subject to the restrictions set forth herein;
- (v) by will or intestacy, provided that the legatee, heir or other transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein;
- (vi) to any immediate family member (as defined below), provided that such family member agrees to be bound by the restrictions set forth herein;

- (vii) to a partnership, limited liability company or other entity of which the undersigned and the immediate family members of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests;
- (viii) pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of a marriage or civil union;
- (ix) to the Company pursuant to agreements under which the Company has the option to repurchase such shares of Stock or Derivative Instruments or a right of first refusal with respect to transfers of such shares of Stock or Derivative Instruments upon termination of service of the undersigned;
- (x) as part of a distribution, transfer or disposition without consideration by the undersigned to its limited or general partners, members, stockholders or affiliates (as defined under Rule 12b-2 of the Exchange Act, provided that the transferee agrees to be bound in writing by the restrictions set forth herein;
- (xi) the transfer, conversion, reclassification, redemption or exchange of any securities pursuant to the reorganization transactions described in the final prospectus for the Public Offering;
- (xii) pursuant to a bona fide third-party merger, consolidation, tender offer or other similar transaction involving a Change of Control of the Company that is approved by the Company's board of directors and made to all holders of the Company's capital stock, provided that, in the event that such Change of Control is not completed, the undersigned's shares of Stock and Derivate Instruments shall remain subject to the restrictions contained in this Lock-Up Agreement and title to the undersigned's shares of Stock of the Company shall remain with the undersigned; or
- (xiii) with the prior written consent of Goldman Sachs & Co. LLC on behalf of the Underwriters.

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the undersigned may transfer the undersigned's shares of Stock and Derivative Instruments by transfer to any corporation, partnership, limited liability company or other legal entity that, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such shares of Stock or Derivative Instruments, as the case may be, subject to the provisions of this Agreement and there shall be no further transfer of such shares of Stock or Derivative Instruments, as the case may be, except in accordance with this Lock-Up Agreement, and provided further that any such transfer shall not involve a disposition for value.

Notwithstanding anything to the contrary, in the case of clauses (i) through (viii) above, no filing under the Exchange Act or any other public filing or disclosure of such transfer by or on behalf of the undersigned shall be required or voluntarily made during the Lock-Up Period (other than a filing on a Form 5 and other than a required filing by the undersigned or any of its affiliates under Section 13 of the Exchange Act or any of the rules promulgated thereunder, including filings on Schedule 13D, Schedule 13D/A, Schedule 13G, Schedule 13G/A, Form 13F or Form 13H). For the purposes of clause (xii), "**Change of Control**" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an Underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity).

The undersigned now has, and, except as contemplated by clause (i) through (xiii) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's shares of Stock of the Company, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Stock of the Company except in compliance with the foregoing restrictions.

Notwithstanding the foregoing, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act, provided, that (i) no public report or filing under Section 16 of the Exchange Act shall be required during the Lock-Up Period with respect to such trading plan, (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding the establishment of such plan during the Lock-Up Period and (iii) no sales are made during the Lock-Up Period pursuant to such plan.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns. This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docuSign.com or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may provide certain Regulation Best Interest and Form CRS disclosures or other related documentation to the undersigned in connection with the Public Offering, the Underwriters have not made and are not making a recommendation to the undersigned to enter into this Lock-Up Agreement or to transfer, sell or dispose of, or to refrain from transferring, selling or disposing of, any shares of Common Stock, and nothing set forth in such disclosures or documentation is intended to suggest that any Underwriter is making such a recommendation.

This Lock-Up Agreement (and for the avoidance of doubt, the Lock-Up Period described herein) and related restrictions shall automatically terminate upon the earliest to occur, if any, of (i) the Representative or the Company advising the other in writing prior to the execution of the Underwriting Agreement that it has determined not to proceed with the Public Offering, (ii) the termination of the Underwriting Agreement before the sale of any Shares to the Underwriters, (iii) the registration statement filed with the SEC with respect to the Public Offering contemplated by the Underwriting Agreement is withdrawn or (iv) November 30, 2022, in the event the closing of the Public Offering shall not have occurred on or before such date.

[Signature Page Follows]

Very truly yours,

CORSAIR GROUP (CAYMAN), LP

By: EagleTree-Carbide (GP), LLC
Its General Partner

By: EagleTree Partners IV (GP), LP,
Its Sole Member

By: EagleTree Partners IV Ultimate GP, LLC,
Its General Partner

By: /s/ George L. Majoros, Jr.

Name: George L. Majoros, Jr.

Title: Co-Managing Member

By: /s/ Anup Bagaria

Name: Anup Bagaria

Title: Co-Managing Member

[Signature Page to Lock-Up Agreement]

JOINT FILING AGREEMENT

This will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the shares of common stock, par value \$0.0001 per share, of Corsair Gaming, Inc. (this "Agreement"), is being filed, and all amendments thereto will be filed, on behalf of each of the persons and entities named below that is named as a reporting person in such filing in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: November 23, 2022

CORSAIR GROUP (CAYMAN), LP

By: EagleTree-Carbide (GP), LLC, its GP,
By: EagleTree Partners IV (GP), LP, its Sole Member,
By: EagleTree Partners IV Ultimate GP, LLC, its General Partner,

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

EAGLETREE-CARBIDE (GP), LLC

By: EagleTree Partners IV (GP), LP, its Sole Member,
By: EagleTree Partners IV Ultimate GP, LLC, its General Partner,

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

EAGLETREE PARTNERS IV (GP), LP

By: EagleTree Partners IV Ultimate GP, LLC, its General Partner,

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

EAGLETREE PARTNERS IV ULTIMATE (GP), LLC

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

ANUP BAGARIA

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact

GEORGE L. MAJOROS, JR

By: /s/ Stephanie R. McCavitt, as Attorney-in-Fact