

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DoubleClick, Inc.		12/22/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ALLIANCE DATA FHC, INC.
Street Address:	17655 Waterview Parkway
City:	Dallas
State/Country:	TEXAS
Postal Code:	75252
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78623808	ABACUS
Serial Number:	75445375	A B A C U S
Serial Number:	77033276	ABACUS
Serial Number:	78897043	ABACUS IN
Serial Number:	77025140	ABACUS [IN]
Serial Number:	78931998	ABACUS ONE
Serial Number:	77025143	ABACUS [ONE]
Serial Number:	78547238	BUYERPOINT
Serial Number:	76304081	CHANNELVIEW
Serial Number:	78600215	CLEAREEDGE
Serial Number:	78464237	DBEDGE

CORRESPONDENCE DATA

Fax Number: (832)446-2424

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003523 FRAME: 0979

900074647

CH \$290.00 78623808

Phone: (832) 446-2400
Email: wctrademark@counselip.com
Correspondent Name: JOHN C. CAIN
Address Line 1: 20333 SH 249, Suite 600
Address Line 4: Houston, TEXAS 77070

ATTORNEY DOCKET NUMBER:	239-0153US
NAME OF SUBMITTER:	Grace Jennings, Trademark Administrator
Signature:	/gj/
Date:	04/17/2007

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is effective as of the February 1, 2007, between DoubleClick Inc. ("Assignor"), a corporation incorporated under the laws of Delaware, and Alliance Data FHC, Inc. ("Assignee"), a Delaware corporation.

WHEREAS, pursuant to the Purchase Agreement, dated as of December 22, 2006 ("Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement), by and among Assignor, Buyer and Assignee, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Transferred Intellectual Property; and

WHEREAS, pursuant to Section 8.6 of the Purchase Agreement, the execution of this Agreement with regard to the Transferred Intellectual Property at or prior to the Closing Date of the Purchase Agreement is a condition to the obligations of Assignee thereunder.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Purchase Agreement), the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

Section 1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in and to (i) the Transferred Intellectual Property (except for such Transferred Intellectual Property transferred pursuant to the Buyer Assignment of Contracts), including the Intellectual Property set forth on Schedule A; (ii) any goodwill associated with the foregoing; (iii) any and all rights, priorities and privileges provided under United States, state or foreign Law, or multinational Law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) any and all registrations, applications, recordings, renewals or similar legal protections for any of the foregoing; and (v) all rights to sue at Law or in equity for any infringements, misappropriations or other unauthorized use or conduct in derogation of any of the foregoing occurring prior to the Closing Date, including the right to receive all proceeds and damages therefrom (collectively, (i)-(v), the "Assigned Intellectual Property").

Section 2. Subject to Purchase Agreement. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement (which is incorporated herein by reference) in any manner whatsoever, including the obligations of the parties under Section 3.5 of the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control.

Section 3. Amendment, Modifications and Waivers. This Agreement may not be amended or modified except with the written consent of each party hereto, and any provision of this Agreement may be waived only upon the written consent of the party entitled to

performance of such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof or of any preceding or succeeding breach hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 4. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of New York.

Section 5. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the parties hereto.

Section 6. Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring.

Section 7. Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8. Cumulative Remedies. All rights and remedies of either party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at Law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

Section 9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 10. Further Assurances. Each of the parties agrees (i) to use its reasonable best efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, all reasonable things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, (ii) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder and (iii) to cooperate with each other in connection with the foregoing.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date above first written.

DOUBLECLICK INC.

By: Stephanie Abramson
Name: Stephanie Abramson
Title: EVP + General Counsel

ALLIANCE DATA FHC, INC.

By: _____
Name:
Title:

[Intellectual Property Assignment Agreement]

024268-0010-11002-NY02.2572173

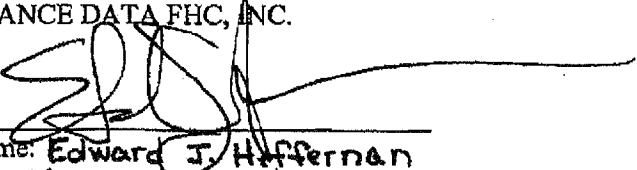
TRADEMARK
REEL: 003523 FRAME: 0983

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date above first written.

DOUBLECLICK INC.

By: _____
Name:
Title:

ALLIANCE DATA FHC, INC.

By: 
Name: Edward J. Heffernan
Title: Vice President

[Intellectual Property Assignment Agreement]

024298-0010-11602-NY02.2572173

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SCHEDULE A

Registered Patents

US Appln. No. 10/157,876	System and method for multi-channel marketing campaign management – "Channelview"
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Registered Trademarks

ABACUS	Community Mark	1584507
ABACUS DIRECT	Community Mark	1584812
ABACUS	Japan	4726477
ABACUS	United States	78/623808
ABACUS & Design	United States	2242758
ABACUS Logo	United States	77/033276
ABACUS IN	United States	78/897043
ABACUS [IN]	United States	77/025140
ABACUS ONE	United States	78/931998
ABACUS [ONE]	United States	77/025143
BUYERPOINT	United States	78/547238
CHANNELVIEW	United States	2670174
CLEAREDGE	United States	78/600215
DBEDGE	United States	78/464237

Domain Names

abacus.com.pr
abacusalliance.com

abacus-fr.com
abacus-fr.net

abacusalliance.net
abacusalliances.com
abacusalliances.net
abacus-au.com
abacus-au.net
abacus-au.org
abacuscanada.ca
abacuscanada.com
abacus-de.net
abacus-de.org
abacusdeutschland.com
abacusdeutschland.de
abacusdirect.biz
abacus-direct.biz
abacusdirect.com
abacus-direct.com
abacus-direct.info
abacusdirect.net
abacus-direct.net
abacusdirect.org
abacus-direct.org
abacusdirecteu.com
abacusdirectuk.com
abacus-email.com
abacus-email.net
abacus-email.org
abacuseurope.co.uk

abacus-fr.org
abacusgermany.com
abacusgermany.de
abacusjapan.com
abacus-jp.com
abacus-jp.net
abacus-jp.org
abacusonline.com
abacus-uk.net
abacus-uk.org
abacus-us.com
abacus-us.net
abacus-us.org
channelview.net
computerstrategy.com
cr-mail.com
cr-mail.net
cr-mail.org
cr-service.com
cr-service.net
cr-service.org
cscads.com
cscadvanced.com
cscdatabase.com
cscdb.com
diameterresearch.com

Material Assignor Owned Software

File Prep	FTLS FTUPA File Analyzer Convert Buildkey Trandupe
AMF Update System	Tranup AMFClacker

List Fulfillment	Recommendation & Order Management System (ROMS) Universe Selection Tool (UST) Preprocessor (Prep) Modeling Score Fulfill JCS Shipment Reconciliation System (SRS)
Data Enhancement & Reporting	Data Overlay (DATO) Variable List System Market Insight Reports (MIR) Variable Profile Reporting (VIPER)
Channelview	Channelview
ClearEDGE	ClearEDGE Campaign Manager ClearEDGE Marketing Database ClearEDGE Reporting
dbEDGE	dbEDGE
dataEDGE	dataEDGE

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