

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Loyalty Corp.		07/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alliance Data Systems Corporation		
Street Address:	17655 Waterview Parkway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75252		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2931495	JAZ	
Registration Number:	3024240	JAZ	
Serial Number:	78022958	JAZ	
Serial Number:	78014436	JAZ	
Serial Number:	78023319	JAZ	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7237		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Christopher Dore		
Address Line 1:	P.O. Box 2828		
Address Line 2:	Mayer, Brown, Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Christopher Dore		

OP \$140.00 2931495

Signature:

/Christopher Dore/

Date:

07/06/2007

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

WHEREAS, U.S. Loyalty Corp., a Delaware corporation, having a principal place of business at 800 Tech Center Drive, Gahanna, Ohio 43230 ("Assignor"), is the owner of the trademarks shown on the attached Schedule A (hereinafter "the Trademarks"); and

WHEREAS, Alliance Data Systems Corporation, a Delaware corporation, having its principal place of business at 17655 Waterview Parkway, Dallas, Texas 75252 ("Assignee"), is desirous of acquiring the Trademarks together with the goodwill symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, together with the goodwill symbolized by said Trademarks and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States. Assignee shall be responsible for all fees for recordation of this Assignment and Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

THIS ASSIGNMENT OF TRADEMARKS shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Signed as of this 5th day of July, 2007, effective as of October 16, 2002.

U.S. Loyalty Corp.

By: Michael L. Kline

Name: Michael L. Kline

Title: Secretary

Alliance Data Systems Corporation

By: Alan M. Utay

Name: Alan M. Utay

Title: Executive Vice President, Chief
Administrative Officer, General Counsel
and Secretary

SCHEDULE A

JAZ & Design, U.S. Trademark Application No. 78/023,319
JAZ, U.S. Trademark Application No. 78/022,958
JAZ & Design, U.S. Trademark Application No. 78/014,436
JAZ, U.S. Trademark Registration No. 2,931,495
JAZ & Design, U.S. Trademark Registration No. 3,024,240