

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RTR Funding LLC		11/06/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	RBS Business Capital, a division of RBS Asset Finance, Inc., as agent
<b>Street Address:</b>	71 S. Wacker Drive, 28th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3110688	CASHBACK REWARDS
Registration Number:	3063018	GUEST CONNECT
Registration Number:	2882054	IDINE
Registration Number:	2882053	IDINE PRIME
Registration Number:	2828194	IDINE.COM
Registration Number:	2916821	MAXIMUM MILES
Registration Number:	2961109	
Registration Number:	2926489	REDEFINING DINING
Registration Number:	2953877	REWARDS NETWORK
Registration Number:	3034188	REWARDS NETWORK
Registration Number:	2994228	REWARDS NETWORK
Serial Number:	77198192	ENJOY THE REWARDS OF DINING OUT
Serial Number:	78064019	IDINE
Serial Number:	77261947	

**CH \$440.00 3110688**

Serial Number:	77307852	REACHING THE FREQUENT DINER
Serial Number:	78301957	REWARDS NETWORK
Serial Number:	77198190	YOUR VISION. OUR MEMBERS. YOUR SUCCESS.

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-609-7897  
Email: hmiller@vedderprice.com  
Correspondent Name: Holly Miller  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37888.00.0011/HMM/POITRAS
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	12/11/2007

**Total Attachments: 13**

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**TRADEMARK AND LICENSE SECURITY AGREEMENT**

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of November 6, 2007, made by RTR FUNDING LLC, a Delaware limited liability company, having its chief executive office and principal place of business at Two North Riverside Plaza, Suite 950, Chicago, Illinois 60606 ("RTR"), and RBS BUSINESS CAPITAL, a division of RBS ASSET FINANCE, INC. ("RBS"), as agent for the "Lenders" (as hereinafter defined) (RBS, in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, RTR, Rewards Network Inc., a Delaware corporation ("RNI"), certain domestic subsidiaries of RNI (collectively, "Borrowers"), the lenders signatories thereto ("Lenders") and Agent have entered into that certain Loan and Security Agreement dated as of November 6, 2007 (as the same may hereafter be amended or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Borrowers; and

WHEREAS, Agent and Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers' obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Agent in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that RTR execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RTR agrees as follows:

1. **Defined Terms.**

A. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

B. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

C. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, RTR hereby grants to Agent, for its

benefit and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests (except for Permitted Liens), with power of sale to the extent permitted by applicable law, all of RTR's now owned or existing and filed and hereafter acquired or arising and filed:

A. trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of RTR's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

B. the goodwill of RTR's business connected with and symbolized by the Trademarks; and

C. license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether RTR is a licensor or licensee under any such license agreement, including, but not limited to, the federally-registered license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's or Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. RTR will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially and adversely inconsistent with this Agreement, and RTR further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Agent, for its benefit and the ratable benefit of Lenders, under this Agreement or the rights associated with those Trademarks which are necessary in, or material to, the operation of RTR's business.

4. New Trademarks. RTR represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, are all of the trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications and license agreements in connection therewith now owned or held by RTR that are material to the operation of RTR's business. If, prior to the termination of this Agreement, RTR shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications,

trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and RTR shall give to Agent prompt written notice thereof. RTR hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and are Trademarks or Licenses under Section 2, or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are material to RTR's business and are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. RTR hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with RTR's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or Lenders to RTR.

6. Nature and Continuation of Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time the rights granted to Agent hereunder shall also terminate.

7. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, at any reasonable time and from time to time, to inspect RTR's premises and to examine RTR's books, records, and operations relating to the Trademarks, including, without limitation, RTR's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use its best efforts not to disturb unnecessarily the conduct of RTR's ordinary business operations. From and after the occurrence of an Event of Default in consequence of which Agent or Lenders has declared the Obligations to be due and payable, and subject to the terms of the Loan Agreement, RTR agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Agent under the Trademarks. RTR agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks outside the ordinary course of business without the prior written consent of Agent, (ii) to the extent such products are still used in RTR's business, to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) to the extent such products are still used in RTR's business, not to change the quality of such products in any material respect without the prior written consent of Agent.

8. Duties of RTR. RTR shall have the duty, to the extent desirable in the normal conduct of RTR's business and consistent with RTR's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as RTR deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of RTR's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by RTR. RTR shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefore, which is or shall be necessary or economically desirable in the operation of RTR's business. Notwithstanding anything to the contrary contained in this Agreement, upon thirty (30) days prior written notice to Agent of its intention to exercise such right, nothing herein shall affect RTR's right to allow certain of the Trademarks to go abandoned if such Trademarks are not being used or will not be used in the ordinary course of business. RTR agrees to retain an experienced trademark attorney reasonably acceptable to Agent (Reed Smith LLP, being acceptable to Agent) for the filing and prosecution of all such applications and other proceedings. Without limiting the generality of the foregoing, neither Agent nor Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of RTR and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, RTR shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. RTR shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, then upon written notice to RTR, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between RTR and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, RTR acknowledges and

agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of RTR's business.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. RTR hereby irrevocably appoints Agent as RTR's attorney-in-fact, with full authority in the place and stead of RTR and in the name of RTR or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to RTR of Agent's intention to enforce its rights and claims against RTR, RTR hereby authorizes Agent to, in its sole discretion (i) endorse RTR's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of RTR's business connected with the use of, and symbolized by, such Trademarks. RTR hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. RTR acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect; Benefits. This Agreement shall be binding upon RTR and its successors and assigns, and shall inure to the benefit of Agent, Lenders and its nominees, successors and assigns. RTR's successors and assigns shall include, without limitation, a

receiver, trustee or debtor-in-possession of or for RTR; provided, however that RTR shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of RTR, to record this Agreement in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise RTR of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, RTR shall have the right to effect recordal of such satisfaction or termination at the expense of RTR in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by RTR. Agent and RTR shall cooperate to effect all such recordals hereunder.

*[Signature Page Follows]*

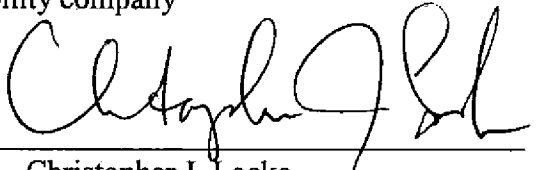


*(Signature Page to Trademark and License Security Agreement)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**RTR:**

**RTR FUNDING LLC**, a Delaware limited liability company

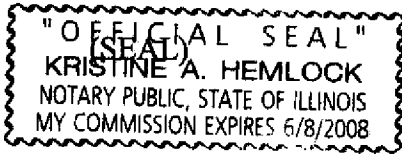
By: 

Christopher J. Locke  
Senior Vice President and Treasurer

*(Signature Page to Trademark and License Security Agreement)*

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this \_\_\_\_\_ day of November, 2007, by Christopher J. Locke, personally known to me to be the Senior Vice President of RTR Funding LLC, a Delaware limited liability company, on behalf of such limited liability company.



Kristine A. Hemlock  
Notary Public

My commission expires: 6/8/2008

*(Signature Page to Trademark and License Security Agreement)*

**AGENT:**

Accepted and agreed to as of this \_\_\_\_ day of  
November, 2007.

**RBS BUSINESS CAPITAL, a division of  
RBS ASSET FINANCE, INC., a New York  
corporation**

By: 

John S. Gil  
Vice President

**SCHEDULE A**  
to Trademark And License Security Agreement

**TRADEMARKS**

RTR has the following registered trademarks:

Trademarks	Owner	Jurisdiction	Registration Number	Registration Date
CASHBACK REWARDS	RTR Funding LLC	U.S.	3110688	6/27/06
GUEST CONNECT	RTR Funding LLC	U.S.	3063018	2/28/06
IDINE	RTR Funding LLC	U.S.	2882054	9/7/04
IDINE PRIME	RTR Funding LLC	U.S.	2882053	9/7/04
IDINE.COM (& DESIGN)	RTR Funding LLC	U.S.	2828194	3/30/04
MAXIMUM MILES	RTR Funding LLC	U.S.	2916821	1/4/05
MISCELLANEOUS DESIGN (TWO ROTATING ARROWS)	RTR Funding LLC	U.S.	2961109	6/7/05
REDEFINING DINING	RTR Funding LLC	U.S.	2926489	2/15/05
REWARDS NETWORK	RTR Funding LLC	U.S.	2953877	5/17/05

*(Signature Page to Trademark and License Security Agreement)*

Trademark	Owner	Country	Serial Number	Issue Date
REWARDS NETWORK (& DESIGN)	RTR Funding LLC	U.S.	3034188	12/27/05
REWARDS NETWORK (& DESIGN)	RTR Funding LLC	U.S.	2994228	9/13/05
GUEST CONNECT	RTR Funding LLC	Canada	674481	10/10/06
MISCELLANEOUS DESIGN (TWO ROTATING ARROWS)	RTR Funding LLC	Canada	TMA669170	8/2/06
REWARDS NETWORK (& DESIGN)	RTR Funding LLC	Canada	TMA641492	6/7/05

U.S. Trademark Applications:

Trademark	Owner	Status	Application Number	Issue Date
ENJOY THE REWARDS OF DINING OUT	RTR Funding LLC	Published	77/198192	6/5/07
IDINE (& DESIGN)	RTR Funding LLC	Allowed	78/064019	5/16/01
MISCELLANEOUS DESIGN (FOUR CIRCLE DESIGN)	RTR Funding LLC	Pending	77/261947	8/22/07

(Signature Page to Trademark and License Security Agreement)

Trademark	Owner	Status	Application Number	Priority Date
REACHING THE FREQUENT DINER	RTR Funding LLC	Pending	77/307852	10/18/07
RESTAURANT CASH RESOURCES (& DESIGN)	RTR Funding LLC	Pending	78/301957	2/20/06
YOUR VISION. OUR MEMBERS. YOUR SUCCESS.	RTR Funding LLC	Pending	77/198190	6/5/07

Canada Trademark Applications:

Trademark	Owner	Status	Application Number	Priority Date
ENJOY THE REWARDS OF DINING OUT	RTR Funding LLC	Pending	1361901	8/30/07
MISCELLANEOUS DESIGN (FOUR CIRCLE DESIGN)	RTR Funding LLC	Pending	1361902	8/30/07
REGISTERED CARD	RTR Funding LLC	Allowed	1208105	3/2/04

**SCHEDULE B**  
to Trademark And License Security Agreement

**LICENSES**

RTR has no federally-registered license agreements.