

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Grimes		06/09/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cardlytics, Inc.		
Street Address:	621 North Avenue NE, Suite C-30		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77496886	CARDLYTICS	
CORRESPONDENCE DATA			
Fax Number:	(916)329-4900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	916-447-9200		
Email:	lpartmann@orrick.com		
Correspondent Name:	Stacy E. Don		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	20518-6001/1640		
NAME OF SUBMITTER:	Stacy E. Don		
Signature:	/Stacy E. Don/		
Date:	06/18/2009		

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**TRADEMARK**  
REEL: 004007 FRAME: 0681

Total Attachments: 2  
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### **ASSIGNMENT OF TRADEMARK**

This Assignment of Trademark, dated as of June, 9, 2009, by and between Scott Grimes, an individual, and Cardlytics, Inc., a Delaware corporation, with offices at 621 North Avenue NE, Suite C-30, Atlanta, GA 30308 ("Assignee").

WHEREAS, Assignor owns the trademark and service mark CARDLYTICS ("the Trademark") and an application to register the Trademark filed with the United States Patent and Trademark Office, ("the Trademark Application") based on his bona fide intent to use the Mark in commerce, which application has been given Application Serial No. 77/496,886, but has not yet filed an allegation of use of the Mark under 15 U.S.C. section 1051(c) or 1051(d);

WHEREAS, Assignee is desirous of acquiring all right, title and interest in the Trademark and Trademark Application and is acquiring the entire business or portion thereof to which the Trademark pertains, including the intent-to-use mark and application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

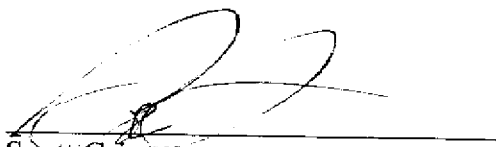
1. Assignor hereby conveys, transfers and assigns to Assignee, all right, title and interest in and to the Trademark, together with any registrations for the Trademark, the goodwill of the business symbolized by the Trademark, and the Trademark Application as part of and together with the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. section 1060, and together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.

2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Trademarks.

IN WITNESS WHEREOF, this Assignment of Trademark has been duly executed and delivered as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

ASSIGNOR:

  
\_\_\_\_\_  
Scott Grimes


ASSIGNEE:

Cardlytics, Inc.

By:

Name:

Title:

  
\_\_\_\_\_  
Scott Grimes  
CEO