

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
American Express Marketing & Development Corp.		10/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Express Incentive Services		
Street Address:	1309 North Highway Drive		
City:	Fenton		
State/Country:	MISSOURI		
Postal Code:	63099		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3321672	DIRECTSPEND	
CORRESPONDENCE DATA			
Fax Number:	(212)640-9257		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-640-1027		
Email:	trademarks@aexp.com		
Correspondent Name:	Kerry Farrell		
Address Line 1:	200 Vesey Street		
Address Line 2:	American Express Company		
Address Line 4:	New York, NEW YORK 10285		
ATTORNEY DOCKET NUMBER:	DIRECTSPEND		
NAME OF SUBMITTER:	Dianne K. Cahill		
Signature:	/dianne k. cahill/		

OP \$40.00 3321672

Date:

05/17/2010

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

Whereas, American Marketing & Development Corp., a Delaware Corporation having its principal place of business at 200 Vesey Street, New York, NY 10285 (Assignor) has adopted, used, is using and is the owner of the trademark registrations listed on Schedule A attached hereto (the "Trademarks");

Whereas, American Express Incentive Services, a Missouri corporation having its principal place of business at 1309 North Highway Drive, Fenton, MO 63099 (Assignee), is desirous of acquiring all rights to the Trademarks, including all common-law rights thereto;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and its successors in interest, all right, title and interest in and to said trademarks, together with the goodwill of the business symbolized by said trademark, and including all common-law and other rights, all claims, demands and causes for action, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any infringement of said trademark prior to the date hereof, and does hereby empower Assignee, and its successors in interest, to sue for and collect the same, to its and their own and absolute use.

The parties hereby agree that they will execute any additional documents necessary to complete the recordal of this assignment where necessary.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor, does hereby execute this assignment to take effect on the 21st day of October, 2009.

American Express Marketing &
Development Corp.



Dianne K. Cahill, Secretary

SCHEDULE A

US Trademark Registrations:

CELEBRATE	Registration No. 3365424
HOME SOLUTIONS	Registration No. 3489417
PERSONAL PURSUITS	Registration No. 3170071
DIRECTSPEND	Registration No. 3321672

Canadian Trademark Registration:

DIRECTSPEND	Registration No. TMA696133
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