

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RTR FUNDING LLC		12/14/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3110688	CASHBACK REWARDS
Registration Number:	3801068	DINING WITH BENEFITS
Registration Number:	3450590	ENJOY THE REWARDS OF DINING OUT
Registration Number:	3063018	GUEST CONNECT
Registration Number:	3804710	I
Registration Number:	2882054	IDINE
Registration Number:	3584484	IDINE
Registration Number:	3801067	IDINE
Registration Number:	3463863	
Registration Number:	2961109	
Serial Number:	77823038	MYDINE
Registration Number:	3490040	REACHING THE FREQUENT DINER
Registration Number:	2953877	REWARDS NETWORK
Serial Number:	85161690	REWARDS NETWORK

TRADEMARK

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REEL: 004433 FRAME: 0450

CH \$415.00 3110688

Registration Number:	3034188	REWARDS NETWORK
Registration Number:	2994228	REWARDS NETWORK

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2149813483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark
Address Line 1: 717 North Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37490
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/14/2010

Total Attachments: 7
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 14, 2010 by and from RTR FUNDING LLC, a Delaware limited liability company located at Two North Riverside Plaza, Suite 950, Chicago, IL 60606 ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., a national association located at 10 South Dearborn Street, Chicago, IL 60603 for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, EGI Acquisition, L.L.C. (the "Initial Borrower"), Rewards Network Inc. (the "Borrower" and, together with the Initial Borrower, the "Borrowers"), the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of the Borrower and EGI Acquisition Parent, L.L.C. ("EGI Parent") have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Borrowers, Grantor, EGI Parent and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest. Grantor, to secure the prompt and complete payment and performance of the Secured Obligations, hereby pledges and grants to Grantee a security interest in all of Grantor's right, title and interest, whether now owned or hereafter acquired in and to (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation the trademark registrations and applications set forth in Exhibit A, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world,

provided that such security interest does not include any United States Trademark application filed on the basis of a Grantor's intent-to-use such mark, in each case, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the United States Patent and Trademark Office,

provided, that, to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part.

3) Purpose. This Confirmatory Grant has been granted in conjunction with the security interest pledged, assigned and granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

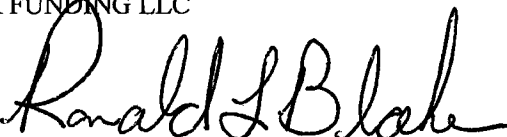
4) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

5) Termination. Liens granted hereunder shall terminate concomitantly with termination of the liens granted under the Security Agreement.

6) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

RTR FUNDING LLC

By: 
Name: Ronald L. Blake
Title: President

Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 004433 FRAME: 0454

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Client-Matter Country	SubCase Case Type	Status Classes	Application Number/Date	Registration Number/Date
CASHBACK REWARDS	15328-11T1 United States of America	ORD	Supp Register 35 INT., 36 INT., 43 INT.	78301959 18-Sep-2003	3110688 27-Jun-2006
DINING WITH BENEFITS	15328-29T1 United States of America	ORD	Registered 35 INT., 36 INT., 43 INT.	77791059 28-Jul-2009	3801068 08-Jun-2010
ENJOY THE REWARDS OF DINING OUT	15328-24T1 United States of America	ORD	Registered 35 INT., 36 INT., 43 INT.	77198192 05-Jun-2007	3450590 17-Jun-2008
GUEST CONNECT	15328-21T1 United States of America	ORD	Registered 35 INT.	78554752 27-Jan-2005	3063018 28-Feb-2006
i (& SPOON DESIGN)	15328-28T1 United States of America	ORD	Registered 35 INT., 36 INT., 43 INT.	77791026 28-Jul-2009	3804710 15-Jun-2010
IDINE	15328-02T1 United States of America	ORD	Registered 35 INT., 36 INT., 42 INT.	76074552 21-Jun-2000	2882054 07-Sep-2004
IDINE (& DESIGN)	15328-01T3 United States of America	ORD	Registered 35 INT., 36 INT., 42 INT.	78064019 16-May-2001	3584484 03-Mar-2009
IDINE (STYLIZED)	15328-31T1 United States of America	ORD	Registered 35 INT., 36 INT., 43 INT.	77791054 28-Jul-2009	3801067 08-Jun-2010
MISCELLANEOUS DESIGN (FOUR CIRCLE DESIGN)	15328-25T1 United States of America	ORD	Registered 35 INT., 36 INT., 43 INT.	77261947 22-Aug-2007	3463863 08-Jul-2008
MISCELLANEOUS DESIGN (TWO ROTATING ARROWS)	15328-09T1 United States of America	ORD	Registered 35 INT., 36 INT., 43 INT.	78280239 29-Jul-2003	2961109 07-Jun-2005
MYDINE	15328-30T1 United States of America	ORD	Allowed 35 INT.	77823038 09-Sep-2009	
REACHING THE FREQUENT DINER	15328-26T1 United States of America	ORD	Registered 35 INT.	77307852 18-Oct-2007	3490040 19-Aug-2008
REWARDS NETWORK	15328-10T5 United States of America	ORD	Supp Register 35 INT., 36 INT., 42 INT.	78301957 18-Sep-2003	2953877 17-May-2005
REWARDS NETWORK	15328-10T6 United States of America	ORD	Pending 35 INT., 36 INT., 43 INT.	85161690 26-Oct-2010	

TRADEMARK

REEL: 004433 FRAME: 0456

Trademark	Client-Matter Country	SubCase Case Type	Status Classes	Application Number/Date	Registration Number/Date
REWARDS NETWORK (& DESIGN)	15328-10T2 United States of America	ORD	Registered 35 INT., 36 INT., 43 INT.	78280242 29-Jul-2003	3034188 27-Dec-2005
REWARDS NETWORK (& DESIGN)	15328-10T3 United States of America	ORD	Registered 35 INT., 36 INT., 42 INT.	78280240 29-Jul-2003	2994228 13-Sep-2005

Sort Order: by Trademark

Report Format: Concise

Print Goods?: No

Print Remarks?: No

Print Images/Links?: No

Print Designated Countries?: No

Filing Date:

From:

To:

Client-Matter:

Status Code: Active

Trademark:

Case Type(s):

Status(es):

Client: 15328

Agent:

Attorney:

Owner:

Country: = us

Area:

Keyword: