

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
Discover Financial Services		09/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Diners Club International Ltd.		
Street Address:	2500 Lake Cook Road		
City:	Riverwoods		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4147428	PROTECTBUY	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-701-8755		
Email:	cmackey@mayerbrown.com, ipdocket@mayerbrown.com		
Correspondent Name:	Christopher Mackey, Mayer Brown LLP		
Address Line 1:	PO Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690		
ATTORNEY DOCKET NUMBER:	10485247		
NAME OF SUBMITTER:	Christopher C. Mackey		
Signature:	/CCM/		
Date:	03/25/2013		
Total Attachments: 3 source=PROTECTBUY Assignment Agreement - US#page1.tif source=PROTECTBUY Assignment Agreement - US#page2.tif source=PROTECTBUY Assignment Agreement - US#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is between Discover Financial Services ("Assignor") and Diners Club International Ltd. ("Assignee").

WHEREAS, Assignor, Discover Financial Services, a Delaware corporation having its principal place of business at 2500 Lake Cook Road, Riverwoods, Illinois 60015, USA, is owner of multiple registrations for the PROTECTBUY word mark ("the Trademark"), including the registration set forth in Schedule A attached hereto and incorporated herein by reference, and desires to assign all right, title and interest in the Trademark, together with all goodwill associated with the Trademark, to Assignee; and

WHEREAS, Assignee, Diners Club International Ltd., a New York corporation having its principal place of business at 2500 Lake Cook Road, Riverwoods, Illinois 60015, USA, desires to acquire all right, title and interest in the Trademark, together with all goodwill associated with the Trademark, from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademark, together with all goodwill associated with said Trademark, 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 the Trademark or the associated goodwill.
2. 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 Trademark. Assignee shall be responsible for all fees for recordation of this Assignment, and Assignor agrees to cooperate fully with Assignee to accomplish such recordation.
3. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. This Assignment shall be valid worldwide in scope and effect.
5. This Assignment contains the entire understanding between the parties regarding the matters covered by this Assignment and contemplated hereby. No other representations, promises, agreements or undertakings have been made with respect to the subject matter of this Assignment.
6. No amendment or modification of this Assignment shall be binding upon either party unless made in writing and duly executed by both parties.
7. United States law, particularly the laws of the State of Illinois, shall in all respects govern this Assignment without giving effect to the conflict-of-laws principles thereof. The parties hereto agree that all actions, proceedings or litigation relating to this Assignment will be instituted and

prosecuted solely within Chicago, Illinois, and each party irrevocably consents to the exclusive jurisdiction of the state and federal courts located within the Northern District of Illinois.

8. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signed as of this 10 day of ~~August~~^{SEPT.}, 2012.

DISCOVER FINANCIAL SERVICES

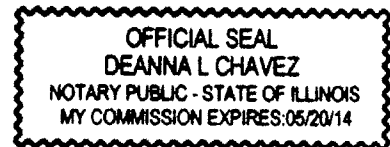
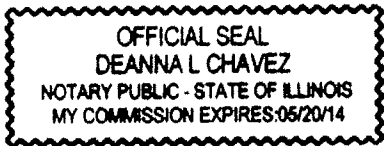
By: [Signature]
Name: GERARD J. WAGNER
Title: VP

DINERS CLUB INTERNATIONAL LTD.

By: [Signature]
Name: Theodore T. Lembenis
Title: S.V.P. + Assistant General Counsel

Subscribed and sworn to before me on ~~August~~^{SEPT.}
10, 2012 by DEANNA L. CHAVEZ
Notary Signature: Deanna L. Chavez
Notary Seal:

Subscribed and sworn to before me on August
13, 2012 by DEANNA L. CHAVEZ
Notary Signature: Deanna L. Chavez
Notary Seal:



SCHEDULE A

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Number</u>
United States of America	PROTECTBUY	4,147,428