

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARDLYTICS, INC.		05/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4656212	REACH EVERY ONE	
Registration Number:	4656219	CARDLYTICS	
Registration Number:	3712885	CARDLYTICS	
Registration Number:	4735307	CARDLYTICS CONNECT	
Registration Number:	4735118	CARDLYTICS INSIGHT	
Registration Number:	4735092	CARDLYTICS LIFT	
Serial Number:	86309178	CARDLYTICS	
Serial Number:	86309206	CARDLYTICS	
Serial Number:	86274667	CARDLYTICS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F156164		

OP \$240.00 4656212

NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	06/01/2015
Total Attachments: 11 source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page1.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page2.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page3.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page4.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page5.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page6.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page7.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page8.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page9.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page10.tif source=Set B - Amended and Restated Intellectual Property Security Agreement - Cardlytics (05-29-15)#page11.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of May 29, 2015 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **CARDLYTICS, INC.**, a Delaware corporation, with its principal place of business at 675 Ponce de Leon Avenue NE, Suite 6000, Atlanta, Georgia 30308 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

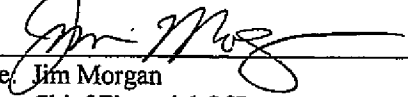
7. Amended and Restated Agreement. This Agreement amends and restates, in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of January 20, 2010 by and between Grantor and Bank.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CARDLYTICS, INC.

By: 
Name: Jim Morgan
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CARDLYTICS, INC.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

By: Chris Morrison
Name: Chris Morrison
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Offer Placement System (OPS) Source Code	Unregistered	Unregistered
Offer Management System (OMS) Source Code	Unregistered	Unregistered
Customer Service Application (CSA) Source Code	Unregistered	Unregistered

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>System and Methods for Delivering Targeted Marketing Offers to Consumers Via an Online Portal</i>	US Patent No. 8,515,810	Issued: August 20, 2013
<i>Offer Placement System and Methods for Targeted Marketing Offer Delivery System</i>	US Patent No. 8,595,065	Issued: November 26, 2013
<i>System and Methods for Merging or Injecting Targeted Marketing Offers with a Transaction Display of an Online Portal</i>	US Patent No. 8,438,061	Issued: May 7, 2013
<i>Offer Management System and Methods for Targeted Marketing Offer Delivery System</i>	US App. No. 12/486,146	Filed: June 17, 2009 Claims priority to 61/108,332
<i>System and Methods for Offer Realization and Redemption in a Targeted Marketing Offer Delivery System</i>	US App. No. 12/486,167	Filed: June 17, 2009 Claims priority to 61/108,332
<i>System and Methods for Delivering Targeted Marketing Offers to Consumers Via an Online Portal</i>	Continuation Application to US Patent No 8,515,810 US App No. 13/964,536	Filed: August 12, 2013
<i>System and Methods for Delivering Targeted Marketing Offers to Consumers Via an Online Portal</i>	Continuation Application to US Patent No 8,515,810 US App. No. 13/970,186	Filed: August 19, 2013
<i>Offer Placement System and Methods for Targeted Marketing Offer Delivery System</i>	Continuation Application to US Patent No. 8,595,065 US App. No. 14/079,051	Filed: November 13, 2013
<i>System and Methods for Delivering Targeted Marketing Offers to Consumers Via a an Online Portal</i>	European Patent App. No. 09822352.2 (EP National Phase of	Filed: May 24, 2011

	PCT/US09/47652)	
<i>System and Methods for Delivering Targeted Marketing Offers to Consumers Via a an Online Portal</i>	Canadian Patent App. No. 2,741,437 (CA National Phase of PCT/US09/47652)	Filed: April 20, 2011
<i>System and Methods for Delivering Targeted Marketing Offers to Consumers Via a an Online Portal</i>	Hong Kong App. No. 12101436.6 (Based on EP 09822352.2 (79316); which is National Phase of PCT/US09/47652) App. No. 12101436.6	N/A
<i>System and Methods for Delivering Targeted Marketing Offers to Consumers Via a Transaction Detail System</i>	US App. No. 14/213,267 (claims priority to 61/784,727)	March 14, 2014
<i>System and Methods for Purchased Based Targeting, Delivery, and Attribution of Marketing Messages</i>	UA App. No. 61/994,656	May 16, 2014
<i>System and Apparatus for Identifier Matching and Management</i>	US App No. 14/617,112	February 9, 2015
<i>System and Apparatus for Identifier Matching and Management</i>	No. PCT/US15/15008	February 9, 2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cardlytics (and wireframe design)	US App No. 86/309,178	06/13/2014
Cardlytics (and grayscale design)	US App No. 86/309,206	06/13/2014
Cardlytics (and blue boxes design)	US App No. 86/274,667	05/07/2014
REACH EVERY ONE (tag line)	US Registration No. 4,656,212	12/16/2014
CARDLYTICS (word mark)	US Registration No. 4,656,219	12/16/2014
CARDLYTICS (word mark)	US Registration No. 3,712,885	11/17/2009
CARDLYTICS CONNECT	US Registration No. 4,735,307 US App No. 86/412,998	5/12/2015 10/2/2014
CARDLYTICS INSIGHT	US Registration No. 4,735,118 US App No. 86/406,850	5/12/2015 9/26/2014
CARDLYTICS LIFT	US Registration No. 4,735,092 US App No. 86/406,518	5/12/2015 9/25/2014
Cardlytics (and blue boxes design)	MADRID- AU, EU (FR, DE, ES, GB) , JP	05/29/2014

	A0042945 1,215,764	
Cardlytics (and blue boxes design)	CTM Based on 1,215,764	05/29/2014
Cardlytics (and blue boxes design)	Australia 1646329 Based on 1,215,764	05/29/2014
Cardlytics (and blue boxes design)	Japan Based on 1,215,764	05/29/2014
CARDLYTICS (word mark)	MADRID- AU, EU (FR, DE, ES, GB) , JP A0042946 1,216,572	05/29/2014
CARDLYTICS (word mark)	CTM	
CARDLYTICS (word mark)	Australia 1647707	5/29/2014
CARDLYTICS (word mark)	Japan	
REACH EVERY ONE (tag line)	MADRID- AU, EU (FR, DE, ES, GB) , JP A0042947 1,215,640	05/29/2014
REACH EVERY ONE (tag line)	CTM Based on 1,215,640	05/29/2014
REACH EVERY ONE (tag line)	Australia Based on 1,215,640	05/29/2014
REACH EVERY ONE (tag line)	Japan Based on 1,215,640	05/29/2014

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

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