

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM343039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to 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:	GOLD HILL CAPITAL 2008, L.P.		
Street Address:	1350 Bayshore Highway, Suite 920		
Internal Address:	c/o Greenough Consulting Group		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
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: 8			
Property Type	Number	Word Mark	
Registration Number:	4656212	REACH EVERY ONE	
Registration Number:	4656219	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</i>			

OP \$215.00 4656212

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156164
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	06/01/2015

Total Attachments: 8

source=Set C - First Amendment to Amended and Restated Intellectual Property Security Agreement (5-29-15)#page1.tif
source=Set C - First Amendment to Amended and Restated Intellectual Property Security Agreement (5-29-15)#page2.tif
source=Set C - First Amendment to Amended and Restated Intellectual Property Security Agreement (5-29-15)#page3.tif
source=Set C - First Amendment to Amended and Restated Intellectual Property Security Agreement (5-29-15)#page4.tif
source=Set C - First Amendment to Amended and Restated Intellectual Property Security Agreement (5-29-15)#page5.tif
source=Set C - First Amendment to Amended and Restated Intellectual Property Security Agreement (5-29-15)#page6.tif
source=Set C - First Amendment to Amended and Restated Intellectual Property Security Agreement (5-29-15)#page7.tif
source=Set C - First Amendment to Amended and Restated Intellectual Property Security Agreement (5-29-15)#page8.tif

**FIRST AMENDMENT TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Amended and Restated Intellectual Property Security Agreement (the "Amendment") is made as of May 29, 2015, by and among (a) **CARDLYTICS, INC.**, a Delaware corporation ("Grantor"), and (b) (i) **GOLD HILL CAPITAL 2008, L.P.**, a Delaware limited partnership ("Gold Hill"), and (ii) **SILICON VALLEY BANK**, a California corporation ("SVB", and together with Gold Hill, each a "Lender" and collectively, the "Lenders"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor executed and delivered an Amended and Restated Intellectual Property Security Agreement dated as of September 21, 2012 (as amended, the "IP Agreement") in favor of Lenders, pursuant to which Grantor pledged, granted and assigned security interests in favor of Lenders in the Intellectual Property Collateral; and

WHEREAS, Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of each Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibit B. Exhibit B to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on said Exhibit B) the Intellectual Property Collateral set forth on Schedule 1 annexed hereto and incorporated herein by reference.
3. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on said Exhibit C) the Intellectual Property Collateral set forth on Schedule 2 annexed hereto and incorporated herein by reference.
4. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse Lenders for the legal fees and expenses incurred in connection with the preparation of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

CARDLYTICS, INC.

By: 

Name: Jim Morgan

Title: Chief Financial Officer

"Lenders"

GOLD HILL CAPITAL 2008, L.P.

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

CARDLYTICS, INC.

By: _____

Name: _____

Title: _____

"Lenders"

GOLD HILL CAPITAL 2008, L.P.

By: J. Frank Tower

Name: J. Frank Tower

Title: Partner

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

CARDLYTICS, INC.

By: _____

Name: _____

Title: _____

"Lenders"

GOLD HILL CAPITAL 2008, L.P.

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK

By: Chris Morrison

Name: CHRIS MORRISON

Title: VP

Schedule 1

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>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>	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</i>	US App No. 14/617,112	February 9, 2015

<i>Management</i>		
<i>System and Apparatus for Identifier Matching and Management</i>	No. PCT/US15/15008	February 9, 2015

Schedule 2

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 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 A0042945 1,215,764	05/29/2014
Cardlytics (and blue boxes design)	CTM	05/29/2014

	Based on 1,215,764	
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