

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Superpoints, LLC		12/14/2015	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rakuten, Inc.		
<b>Street Address:</b>	1-14-1 Tamagawa, Setagaya-ku		
<b>Internal Address:</b>	Rakuten Crimson House		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	1-14-1		
<b>Entity Type:</b>	CORPORATION: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3936303	SUPERPOINTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156597333		
<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>			
<b>Phone:</b>	415-836-2506		
<b>Email:</b>	TMDocket@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 2:</b>	Attn: Gina Durham, Esq.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2933		
<b>ATTORNEY DOCKET NUMBER:</b>	388140000011		
<b>NAME OF SUBMITTER:</b>	Gina Durham		
<b>SIGNATURE:</b>	/Gina Durham/		
<b>DATE SIGNED:</b>	02/01/2016		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Trademark Assignment*") is entered into and is effective as of December 14, 2015 (the "*Effective Date*"), by and between Superpoints, LLC, a Texas limited liability company having a place of business at 145 Corta Madera Town Cntr #445, Corta Madera CA 94925 (the "*Assignor*"), and Rakuten, Inc., a Japanese corporation having a place of business at Rakuten Crimson House, 1-14-1 Tamagawa, Setagaya-ku, Tokyo JAPAN (the "*Assignee*").

The Assignor hereby transfers and assigns to Assignee, effective as of the Effective Date, all worldwide right, title, and interest in and to the trademarks, trade names, service marks, applications and registrations described in Schedule A, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith (collectively, the "*Marks*").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee, as of the Effective Date, all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, including any and all common law rights thereof and applications and registrations therefor, together with the goodwill of the business associated with and symbolized by such Marks, the applications and registrations therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

After the Effective Date, at the request of the Assignee, at Assignor's expense and without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. An executed signature page of this Trademark Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

*[Signatures on Following Page.]*

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Trademark Assignment.

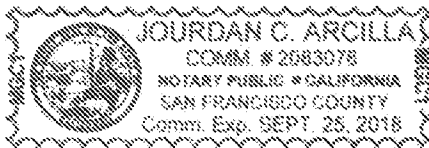
SUPERPOINTS, LLC

Dated: 12/14/15

By: [Signature]  
Name: Ryan Fournace  
Title: CEO

This 14<sup>th</sup> day of Dec. 2015, before me personally came the before-mentioned known as the individual who executed the foregoing Trademark Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.



[Signature]  
Notary Public  
JOURDAN ARCILLA,  
NOTARY PUBLIC

RAKUTEN, INC.

Dated: 10/12/2015

By: [Signature]  
Name: Akio Sugihara  
Title: Managing Executive Officer and Director

Schedule A

Trademarks/Service Marks

Jurisdiction	Trademark	Application No. / Registration No.	Filed / Issued
United States	SUPERPOINTS	U.S. Trademark Registration No. 3936303	September 3, 2009/March 29, 2011

## DOMAIN AND SOCIAL MEDIA ASSIGNMENT

This Domain and Social Media Assignment (this "*Assignment*") is executed pursuant to that certain Confidential Settlement Agreement and Release dated as of December 14, 2015 (the "*Effective Date*") entered into by and between SUPERPOINTS, LLC, a limited liability company organized and existing under the laws of the State of Texas and RYAN KOONCE, an individual domiciled in California, (collectively, the "*Assignor*"), on the one hand, and RAKUTEN, INC., a corporation organized under the laws of Japan (the "*Assignee*"), RAKUTEN CARD CO. LTD, a corporation organized under the laws of Japan, and RAKUTEN CARD USA INC., a corporation organized and existing under the laws of the State of Delaware, on the other hand (the "*Settlement Agreement*"), and is effective as of the Effective Date.

### RECITALS

A. Assignor is the owner of all right, title and interest in, to and under the domain name and registrations for [www.superpoints.com](http://www.superpoints.com) and the other domain names related to Assignor's business listed in Schedule A, attached hereto and incorporated by reference (the "*Domain Names*"); and

B. Assignor is the owner of the social media handles at Twitter (the Twitter handle @SuperPoints) and the other social media handles related to Assignor's business listed in Schedule B, attached hereto and incorporated by reference (the "*Handles*"); and

C. Assignor has agreed to assign, transfer and convey to Assignee all its right, title and interest in, to and under the Domain Names and the Handles (collectively referred to herein as the "*Domain Assets*"), including all common law rights, and all the goodwill of the business associated therewith.

### AGREEMENT

1. Assignment. For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee, as of the Effective Date, all of its right, title, and interest in and to the Domain Assets, free and clear of all liens and encumbrances, and all other rights, including common law rights, relating to the Domain Assets, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignment Procedure for Domain Names and Handles.

2.1. *Procedure for Domain Names*. Within five (5) days of the Effective Date, Assignor shall promptly take steps required by the applicable domain name registrar ("*Registrar*") to effectuate and/or record the transfer of the Domain Names from Assignor to Assignee, or Assignee's designee, with such Registrar. Assignee shall provide to Assignor all registration and contact details pertaining to Assignee that are required by such Registrar.

2.2. Procedure for Handles. Assignee shall receive login credentials for the Twitter.com /@Superpoints account and for all other Handles by 5 pm PST on the Effective Date. Assignee shall receive only the Handles, and none of the content created by Assignor for and under these Handles. Assignor shall migrate and delete any of its content hosted under these Handles on or before the expiration of the Transition Period, as such term is defined in the Settlement Agreement. With respect to Handles that are used with Facebook.com, Assignor shall add a designee of Assignee as an "admin" of the Facebook.com page. Assignee's admin shall deactivate admin functions of Assignor at the expiration of the Transition Period.

2.3. Attorney-In-Fact. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document Assignor is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact to act for and in its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. Additional Documents. Assignor agrees to take such other reasonable actions as are required to transfer the Domain Assets to Assignee as required under this Assignment. At Assignee's request, Assignor will execute and deliver such other documents as may be reasonably required to confirm, evidence, or establish Assignee's rights to the Domain Assets. Assignee agrees to pay all out-of-pocket costs actually incurred by Assignor in connection with such a request.

4. Severability. The invalidity of any provision of this Assignment or a portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision.

5. Binding Effect. This Assignment shall be for the benefit of and be binding upon the parties hereto, and their successors and assignees. Nothing in this Assignment, express or implied, shall confer on a person other than the parties hereto, and their respective successors and assigns, any rights, remedies, obligation or liabilities under or by reason of this Assignment.

6. Amendments. This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original; such counterparts shall together constitute but one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Domain and Social Media Assignment, effective as of the Effective Date.

**SUPERPOINTS, LLC**

Dated: 12/14/15

By: [Signature]  
Name: RYAN KOENIG  
Title: CEO

This 14<sup>th</sup> day of Dec, 2015, before me personally came the before-mentioned known as the individual who executed the foregoing Domain and Social Media Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.



[Signature]  
Notary Public

Jourdan Arcilla, Notary Public

**RAKUTEN, INC.**

Dated: Dec. 10, 2015

By: [Signature]  
Name: Akio Sugihara  
Title: Managing Executive Officer and Director



Schedule A

Domain Names

<a href="http://www.superpoints.com">www.superpoints.com</a>
<a href="http://www.superpoints.info">www.superpoints.info</a>
<a href="http://www.superpoints.net">www.superpoints.net</a>
<a href="http://www.superpoints.ca">www.superpoints.ca</a>
<a href="http://www.superpoints.us">www.superpoints.us</a>
<a href="http://www.superpoints.tv">www.superpoints.tv</a>
<a href="http://www.superpoints.co.uk">www.superpoints.co.uk</a>
<a href="http://www.superpoints.co">www.superpoints.co</a>

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## Schedule B

## Social Media Handles

Social Media	Handle	Username and Password
Twitter	/@SuperPoints	

## Facebook Handles

Social Media	Handle	Name of Rakuten designated admin
Facebook	www.facebook.com/superpointslc	Yumiko Tajima yumiko.tajima@rakuten.com Aya Ishida aya.ishida@rakuten.com

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