

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392576

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARDLYTICS, INC.		07/21/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT		
<b>Street Address:</b>	5425 WISCONSIN AVENUE		
<b>Internal Address:</b>	SUITE 700		
<b>City:</b>	CHEVY CHASE		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4735118	CARDLYTICS INSIGHT	
<b>Serial Number:</b>	86309206	CARDLYTICS	
<b>Serial Number:</b>	86309178	CARDLYTICS	
<b>Registration Number:</b>	4788388	CARDLYTICS	
<b>Registration Number:</b>	4735307	CARDLYTICS CONNECT	
<b>Registration Number:</b>	4735092	CARDLYTICS LIFT	
<b>Registration Number:</b>	4656219	CARDLYTICS	
<b>Registration Number:</b>	4656212	REACH EVERY ONE	
<b>Registration Number:</b>	3712885	CARDLYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutmansanders.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 5200		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		

CH \$240.00 4735118

<b>ATTORNEY DOCKET NUMBER:</b>	038837.000008
<b>NAME OF SUBMITTER:</b>	Christopher Close
<b>SIGNATURE:</b>	/Christopher Close/
<b>DATE SIGNED:</b>	07/25/2016

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of July 21, 2016, by and between **COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT**, as investment manager and agent for Lender (as defined in the Credit Agreement) ("**Investment Manager**"), and **CARDLYTICS, INC.** (the "**Borrower**").

### RECITALS

**WHEREAS**, Borrower, Lender and Investment Manager entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") pursuant to which Lender has agreed to lend to Borrower up to Twenty Four Million Dollars (\$24,000,000) to be evidenced by Borrower's issuance to Lender of a secured promissory note. As a condition of the loan, Lender required that Borrower grant to Investment Manager, for the benefit of Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

**WHEREAS**, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to Investment Manager a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

**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 the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Borrower grants and pledges to Investment Manager, as agent for the benefit of Investment Manager and Lender, a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (the "**IP Collateral**"). Notwithstanding the foregoing, in no event shall the IP Collateral include any lease, license, contract, property rights or agreement to which Borrower is a party or any of its rights or interest thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights (or agreements governing such property rights) or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions of any relevant jurisdiction or any other applicable law), provided however that the Collateral shall include and such security interest shall attach, immediately at such time as such restriction

causing such breach, termination or default shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above.

The security interest granted hereby is in conjunction with the security interest granted to Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Investment Manager or Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Investment Manager and Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than any that have been abandoned).

[Signature Page to Follow]

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

**CARDLYTICS, INC., as Borrower**

By:   
Name: Scott Grimes  
Title: Chief Executive Officer

**COLUMBIA PARTNERS, L.L.C.  
INVESTMENT MANAGEMENT,  
as Investment Manager**

By: \_\_\_\_\_  
Name:  
Title:

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

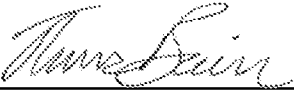
**CARDLYTICS, INC.**, as Borrower

By: \_\_\_\_\_

Name:

Title:

**COLUMBIA PARTNERS, L.L.C.**  
**INVESTMENT MANAGEMENT,**  
as Investment Manager

By:  \_\_\_\_\_

Name: Thomas Bain

Title: Managing Director

EXHIBIT A

Copyrights

Description	Registration Number	Application Number
None Identified		

**EXHIBIT B**

**Patents**

Description	Application Number	Registration Number
System and Methods for Merging or Injecting Targeted Marketing Offers with a Transaction Display of an Online Portal		8,438,061 (05/07/2013)
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal		8,515,810 (08/20/2013)
Offer Placement System and Methods for Targeted Marketing Offer Delivery System		8,595,065 (11/26/2013)
Offer Management System and Methods for Targeted Marketing Offer Delivery System	12/486,146 (06/17/2009)	
System and Methods for Offer Realization and Redemption in a Targeted Marketing Offer Delivery System	12/486,167 (06/17/2009)	
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	13/964,536 (08/12/2013)	
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	13/970,186 (08/19/2013)	



Description	Application Number	Registration Number
Offer Placement System and Methods for Targeted Marketing Offer Delivery System	14/079,051 (11/13/2013)	
System and Apparatus for Identifier Matching and Management	14/617,112 (02/09/2015)	
System and Apparatus for Identifier Matching and Management	PCT US2015015008 (02/09/2015)	
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	PCT US2009047652 (06/17/2009)	
System and Methods for Purchased Based Targeting, Delivery, and Attribution of Marketing Messages	61/994,656	
System and Methods for Delivering Targeted Marketing Offers to Consumers Via a Transaction Detail System	14/213,267	

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number
CARDLYTICS INSIGHT		4,735,118 (05/12/2015)
CARDLYTICS (& design)	86/309,206 (06/13/2014)	
CARDLYTICS (& design)	86/309,178 (06/13/2014)	
CARDLYTICS		4,788,388 (08/11/2015)
CARDLYTICS CONNECT		4,735,307 (05/12/2015)
CARDLYTICS LIFT		4,735,092 (05/12/2015)
CARDLYTICS		4,656,219 (12/16/2014)

Description	Serial Number	Registration Number
REACH EVERY ONE		4,656,212 (12/16/2014)
CARDLYTICS		3,712,885 (11/17/2009)

EXHIBIT D

Mask Works

Description	Application	Registration
None Identified		