

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM398495

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cardlytics, Inc.		09/14/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank		
<b>Street Address:</b>	300 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3712885	CARDLYTICS	
<b>Registration Number:</b>	4656212	REACH EVERY ONE	
<b>Registration Number:</b>	4656219	CARDLYTICS	
<b>Registration Number:</b>	4735092	CARDLYTICS LIFT	
<b>Registration Number:</b>	4735118	CARDLYTICS INSIGHTS	
<b>Registration Number:</b>	4735307	CARDLYTICS CONNECT	
<b>Registration Number:</b>	4788388	CARDLYTICS	
<b>Serial Number:</b>	86309178	CARDLYTICS	
<b>Serial Number:</b>	86309206	CARDLYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F165420		

OP \$240.00 3712885

<b>NAME OF SUBMITTER:</b>	Robin Dunn
<b>SIGNATURE:</b>	/Robin Dunn/
<b>DATE SIGNED:</b>	09/14/2016
<b>Total Attachments: 8</b> source=Trademark Cover Sheet with IPSA-Cardlytics#page2.tif source=Trademark Cover Sheet with IPSA-Cardlytics#page3.tif source=Trademark Cover Sheet with IPSA-Cardlytics#page4.tif source=Trademark Cover Sheet with IPSA-Cardlytics#page5.tif source=Trademark Cover Sheet with IPSA-Cardlytics#page6.tif source=Trademark Cover Sheet with IPSA-Cardlytics#page7.tif source=Trademark Cover Sheet with IPSA-Cardlytics#page8.tif source=Trademark Cover Sheet with IPSA-Cardlytics#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 14, 2016 by and between **CARDLYTICS, INC.** ("Grantor") and **ALLY BANK**, as Agent for itself and for Pacific Western Bank (and any future Lenders) pursuant to that certain Loan and Security Agreement (as amended from time to time, the "Loan Agreement") among Grantor, Ally Bank and Pacific Western Bank (each a "Lender") and Ally Bank as agent ("*Agent*").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement.

B. Extension of credit by the Lenders pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Agent for the benefit of Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for the benefit of Lenders 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 its Obligations under, and as defined in, the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations of Grantor to Agent and the Lenders, under the Loan Agreement and all other Obligations (as defined in the Loan Agreement), Grantor grants and pledges to Agent for the benefit of Agent and Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security

interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Agent, of any or all other rights, powers or remedies.

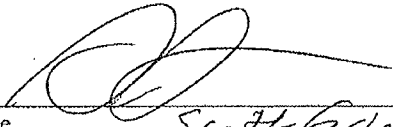
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

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.

Grantor:

CARDLYTICS, INC.

By   
Name Scott H. Gines  
Title CEO

Address of Grantor:

675 Ponce de Leon Avenue NE, Suite 6000  
Atlanta, Georgia 30308

Agent:

ALLY BANK

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

Address of Agent:

300 Park Avenue, 4th Floor  
New York, New York 10022

*[Signature Page—Intellectual Property Security Agreement]*

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.

Grantor:

CARDLYTICS, INC.


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

Address of Grantor:

675 Ponce de Leon Avenue NE, Suite 6000  
Atlanta, Georgia 30308

Agent:

ALLY BANK

By  \_\_\_\_\_  
Name MIKE GRIFFIN  
Title AUTHORIZED SIGNATORY

Address of Agent:

300 Park Avenue, 4th Floor  
New York, New York 10022

*[Signature Page—Intellectual Property Security Agreement]*

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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None identified

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
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 (Application No.)	06/17/2009
System and Methods for Offer Realization and Redemption in a Targeted Marketing Offer Delivery System	12/486,167 (Application No.)	06/17/2009
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	13/964,536 (Application No.)	08/12/2013
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	13/970,186 (Application No.)	08/19/2013
Offer Placement System and Methods for Targeted Marketing Offer Delivery System	14/079,051 (Application No.)	11/13/2013
System and Apparatus for Identifier Matching and Management	14/617,112 (Application No.)	02/09/2015
System and Methods for Purchased Based Targeting, Delivery, and Attribution of Marketing Messages	61/994,656 (Application No.)	05/16/2014



System and Methods for Delivering Targeted  
Marketing Offers to Consumers Via a Transaction  
Detail System

14/213,267  
(Application  
Number)

03/14/2014

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Serial/ Application Number</b>	<b>Registration/ Application Date</b>
CARDLYTICS INSIGHT	4,735,118 (Registration No.)	05/12/2015
CARDLYTICS (& design)	86/309,206 (Serial No.)	06/13/2014
CARDLYTICS (& design)	86/309,178 (Serial No.)	06/13/2014
CARDLYTICS	4,788,388 (Registration No.)	08/11/2015
CARDLYTICS CONNECT	4,735,307 (Registration No.)	05/12/2015
CARDLYTICS LIFT	4,735,092 (Registration No.)	05/12/2015
CARDLYTICS	4,656,219 (Registration No.)	12/16/2014
REACH EVERY ONE	4,656,212 (Registration No.)	12/16/2014
CARDLYTICS	3,712,885 (Registration No.)	11/17/2009