

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440195

<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>
MYPOINTS.COM, LLC		04/19/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DR.		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2119246	MYPOINTS	
<b>Registration Number:</b>	2440148	TRUE OPT-IN	
<b>Registration Number:</b>	2675888	DIGITAL LOYALTY ENGINE	
<b>Registration Number:</b>	3430663	BONUSMAIL	
<b>Registration Number:</b>	2788641	MYPOINTS REWARDS	
<b>Registration Number:</b>	3668584	MYPOINTS	
<b>Registration Number:</b>	3682280	MAXPOINTS	
<b>Registration Number:</b>	2371125	MYPOINTS SHOPPING!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4088524475		
<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>	4088417195		
<b>Email:</b>	dsanchezbentz@vlplawgroup.com		
<b>Correspondent Name:</b>	Diana Sanchez Bentz		
<b>Address Line 1:</b>	VLP Law Group LLP		
<b>Address Line 2:</b>	235 Victoria Dr.		
<b>Address Line 4:</b>	Gilroy, CALIFORNIA 95020		
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz		

OP \$215.00 2119246

<b>SIGNATURE:</b>	/dsb1068/
<b>DATE SIGNED:</b>	08/22/2017
<b>Total Attachments: 10</b> source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page1.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page2.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page3.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page4.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page5.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page6.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page7.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page8.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page9.tif source=SVB_Prodege_IPSA_04-19-2016 (MyPoints.com LLC)#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of April 19, 2016 by and between SILICON VALLEY BANK ("Bank") and MYPOINTS.COM, LLC. ("Grantor").

### RECITALS

A. Bank has 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 that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

MYPOINTS.COM, LLC

  
By: Stacey O'Neil  
Title: SVP & Secretary

BANK:

SILICON VALLEY BANK

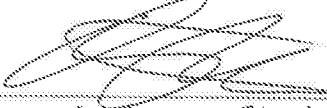
  
By: Andrew Skalitzyk  
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MyPoints.com Web Site.	TX0008007515	08/12/2014
MyPoints.com Web Site.	TX0008026759	03/04/2014
MyPoints.com Web Site.	TX0007715279	01/24/2013
MyPoints.com Web Site.	TX0007753048	06/18/2012
MyPoints.com Web Site.	TX0007661788	09/28/2012
MyPoints.com Web Site.	TX0007816637	09/20/2011
MyPoints.com Web Site.	TX0007419800	02/14/2011
MyPoints.com Web Site.	TX007413211	05/23/2011
MyPoints.com Web Site.	TX0007447943	05/19/2010
MyPoints.com Web Site.	TX0007097357	10/13/2009
MyPoints.com Web Site.	TX0007417901	11/12/2009
MyPoints.com Web Site.	TX0007293757	02/16/2010
MyPoints.com Web Site.	TX0007352331	09/01/2009
MyPoints.com Web Site.	TX0007346122	03/11/2009
MyPoints.com Web Site.	TX0007739814	01/02/2013
MyPoints.com Web Site.	TX0007847091	08/09/2013
MyPoints.com Web Site.	TX0007893379	11/25/2013
MyPoints.com Web Site.	TX0008171945	04/03/2012

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DYNAMIC E-MAIL	8438059	
	20110184793	07/28/2011
	12695775	01/28/2010
System and Method for Web-Based Consumer-to-Business Referral	20100262461	10/14/2010
	12423643	04/14/2009
Method of Providing Multi-Source Data Pull and User Notification	20100257135	10/07/2010
	11780617	07/20/2007
System and Method of Efficiently Generating and Sending Bulk Emails	8135675	
	20100205476	08/12/2010
	12644512	12/22/2009
Method for Providing Custom Profile Analysis in a Demographic Information System	20090327026	12/31/2009
	12108115	04/23/2008
System and Method for Electronic Feedback for Transaction Triggers	20090228340	09/10/2009
	12400648	03/09/2009
Method of Refining and Selecting Data Repository Members	20090019003	01/15/2009
	11782417	07/24/2007
SYSTEM AND METHOD OF PERSONALIZING WEB PAGES BY PRE-FETCHING SUBSETS OF INDIVIDUAL MEMBER DATA	20080288863	11/20/2008
	11832013	08/01/2007
RULE-BASED DRY RUN METHODOLOGY IN AN INFORMATION MANAGEMENT SYSTEM	8046255	
	20080275916	11/06/2008
	11752799	05/23/2007
System and Method for Generating Personalized Offers Through an Information Gathering System	20080201472	08/21/2008
	12108149	04/23/2008



Target Query System and Method	20080071747	03/20/2008
	11691233	03/26/2007
SYSTEM AND METHOD OF EFFICIENT E-MAIL LINK EXPIRATION	20080028446	01/31/2008
	11459900	07/25/2006
Method of Efficient Target Query Selection Ranging	7792835	
	20080027951	12/31/2008
	11782340	07/24/2007
System and method for evenly distributing data across a distributed member architecture utilizing a home silo	20070288466	12/13/2007
	11416661	05/02/2006
System and Method for Associating Threads with an Account Statement to Provide Access to set a Set of Transactions	20070282922	12/06/2007
	11740359	04/26/2007
Robust silo based system architecture	20070271315	11/22/2007
	11416593	05/02/2006
System and method for a providing three-way failover for transactional database	7613742	
	20070260696	11/08/2007
	11416653	05/02/2006
System and method of efficiently generating and sending bulk emails	7689606	
	20070260692	11/08/2007
	11416687	05/02/2006
Real-time aggregate counting in a distributed system architecture	20070260641	11/08/2007
	11417088	05/02/2006
Demographic information gathering and incentive award system and method	8086487	12/27/2011
	11770994	06/29/2007
System and method for tracking user activity in an incentive award system	8050967	11/01/2011
	12108146	04/23/2008
System and method of spam proof e-mail bounce tracking	7984297	07/19/2011
	11828203	07/25/2007

Method for providing the appearance of a single data repository for queries initiated in a system incorporating distributed member server groups	7908264 11691923	03/15/2011 03/27/2007
Member activation	7685231 11696545	05/23/2010 04/04/2007
Rule-based dry run methodology in an information management system	7627572 11752799	12/01/2009 05/23/2007
Demographic information gathering and incentive award system and method	7240022 09080946	07/03/2007 05/19/1998
System and method of efficiently generating and sending bulk emails	8135675 12644512	03/13/2012 12/22/2009
System and method of efficiently generating and sending bulk emails	7689606 11416687	03/30/2010 05/02/2006
Method for providing custom profile analysis in a demographic information system	8566140 12108115	10/22/2013 04/23/2008
System and method for generating personalized offers through and information gathering system	8046255 12108149	10/25/2011 04/23/2008
Method of efficient target query selection ranging	7792835 11782340	09/07/2010 07/24/2007
System and method for providing three-way failover for a transactional database	7613742 11416653	11/03/2009 05/02/2006
SYSTEMS AND METHODS FOR GIFT CARD EXCHANGE	15040574	02/10/2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MYPOINTS	2119246 75146519	12/09/1997 08/07/1996
TRU OPT-IN	2440148 75764071	04/03/2011 07/30/1999
DIGITAL LOYALTY ENGINE	2675888 75790669	01/21/2003 09/02/1999
BONUS MAIL	3430663 77277550	05/20/2008 09/12/2007
MYPOINTS REWARDS	2788641 7684200	12/02/2003 01/17/2003
MYPOINTS	3668584 77550290	08/18/2009 08/19/2008
MAXPOINTS	3682280 77562697	09/15/2009 09/04/2008
MYPOINTS SHOPPING!	2371125 75796664	07/25/2000 09/13/1999

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE