

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARDLYTICS, INC.		05/21/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PACIFIC WESTERN BANK, as Agent
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	STATE CHARTERED BANK: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4735118	CARDLYTICS INSIGHTS
Registration Number:	4788388	CARDLYTICS
Registration Number:	4735307	CARDLYTICS CONNECT
Registration Number:	4735092	CARDLYTICS LIFT
Registration Number:	4656219	CARDLYTICS
Registration Number:	4656212	REACH EVERY ONE
Registration Number:	3712885	CARDLYTICS
Serial Number:	86309206	CARDLYTICS
Serial Number:	86309178	CARDLYTICS

CORRESPONDENCE DATA

Fax Number: 9193541278

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.

Phone: 919-314-3086

Email: diligencereview@square1bank.com

Correspondent Name: PACIFIC WESTERN BANK

Address Line 1: 406 BLACKWELL STREET

Address Line 2: SUITE 240

Address Line 4: DURHAM, NORTH CAROLINA 27701

CH \$240.00 4735118

NAME OF SUBMITTER:	Nicholas Nance
SIGNATURE:	/NicholasNance- TKF/
DATE SIGNED:	05/24/2018
Total Attachments: 8 source=Cardlytics - IPSA May 2018#page1.tif source=Cardlytics - IPSA May 2018#page2.tif source=Cardlytics - IPSA May 2018#page3.tif source=Cardlytics - IPSA May 2018#page4.tif source=Cardlytics - IPSA May 2018#page5.tif source=Cardlytics - IPSA May 2018#page6.tif source=Cardlytics - IPSA May 2018#page7.tif source=Cardlytics - IPSA May 2018#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 21, 2018 by and between **CARDLYTICS, INC.** (“Grantor”) and **PACIFIC WESTERN BANK** (“Agent”), as agent for itself and for the other Lenders, pursuant to that certain Loan and Security Agreement (as amended from time to time, the “Loan Agreement”) among Grantor, Pacific Western Bank, lenders from time to time party thereto (each a “Lender”) and 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 David Evans
Title CFO

Address of Grantor:

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

Agent:

PACIFIC WESTERN BANK

By _____
Name _____
Title _____

Address of Agent:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[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.

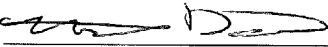
By _____
Name _____
Title _____

Address of Grantor:

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

Agent:

PACIFIC WESTERN BANK

By  _____
Name Mykas Degesys
Title VP

Address of Agent:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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None identified

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
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 Apparatus for Identifier Matching and Management	PCT US2015015008 (Application No.) Publication No. #WO2015/175033	02/09/2015

System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	PCT US2009047652 (Application No.)	06/17/2009
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	09822352.2 (Application No.)	05/24/2011
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	2,741,437 (Application No.)	04/20/2011
System and Methods for Delivering Targeted Marketing Offers to Consumers via an Online Portal	12101436.6 (Application No.)	
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
System and methods for delivering targeted marketing offers to consumers via a distributed architecture system	15/671,507	08/08/17
Offer Management System and Methods for targeted marketing offer delivery system	15/671,556	08/08/17
System and Methods for targeted marketing delivery via a matched offer table	15/671,766	08/08/17

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Serial/ Application Number</u>	<u>Registration/ Application Date</u>
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