

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498135

<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>
Affinion Publishing, LLC		08/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Affinion Benefits Group, LLC		
<b>Street Address:</b>	400 Duke Drive		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5292233	LUX 360°	
<b>Registration Number:</b>	2819626		
<b>Registration Number:</b>	4412292	NETGAIN LOCAL	
<b>Registration Number:</b>	2753100	PROGENY MARKETING INNOVATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	ROSELAND, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	34074.3		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.		
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/		
<b>DATE SIGNED:</b>	11/14/2018		
<b>Total Attachments: 9</b>			
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**INSURANCE BUSINESS  
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Agreement") is made effective as of August 15, 2018 ("Effective Date") from Affinion Group, Inc., a Delaware corporation, Affinion Group, LLC, a Delaware limited liability company, Affinion Publishing, LLC, a Delaware limited liability company, and Trilegiant Corporation, a Delaware corporation (collectively, "Assignors") to Affinion Benefits Group, LLC, a Delaware limited liability company ("Assignee"):

WHEREAS, Assignors own all right, title and interest in and to certain Insurance Assets, including the intellectual property described in Schedule 1 attached hereto (collectively, the "Assigned IP");

WHEREAS, pursuant to and in accordance with the terms and conditions set forth in that certain Separation Agreement, dated as of August 15, 2018, by and between Affinion Group, LLC, a Delaware limited liability company ("Parent"), and Assignee (as amended, modified or supplemented from time to time, the "Separation Agreement"), Parent has agreed to, or to cause the applicable members of the Parent Group to, assign, transfer, convey and deliver to Assignee, all of its right, title and interest in and to the Insurance Assets, including the Assigned IP;

WHEREAS, pursuant to the terms of the Separation Agreement, Assignors (as members of the Parent Group) shall assign, transfer, convey and deliver to Assignee, the Assigned IP;

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the assignment, transfer, conveyance and delivery of the Assigned IP to Assignee, and through this Agreement, the parties are consummating said assignment; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Separation Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Separation Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Assignors and Assignee, intending to be legally bound, hereby agrees as follows:

1. Assignment. Assignors hereby assign, convey, transfer, and deliver (collectively, the "Assignment") to Assignee all of Assignors' right, title and interest in and to the Assigned IP, together with any other rights (including, but not limited to, trademark rights) Assignor may have in the Assigned IP, including the goodwill associated therewith, and including, without limitation, the right to recover for damages and profits for past and future infringements and misappropriations of any part of the Assigned IP and the right to sue for and recover the same throughout the world in the name of Assignee or its designee, and the right to further transfer and assign the Assigned IP without further remuneration or consideration to Assignors. Assignors shall not register, acquire, or otherwise use any domain name or trademark incorporating the Assigned IP or any mark or name that is confusingly similar thereto.

2. Transfer of Assigned IP. On or after the Effective Date (but, in no case, later than the Closing Date), Assignors shall ensure all items of Assigned IP that are (i) Internet domain names are unlocked and shall provide information relating to all registrars that maintain one or more items of such Assigned IP and all associated authorization codes from such registrars to Assignee to allow Assignee to take control and/or transfer such Assigned IP in an account owned by Assignee, and (ii) trademarks are transferred free of security interests.

3. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, as appropriate and desired by Assignee, at Assignee's sole expense. The responsibility, risk, and expense of filing any recording documents and any actions required ancillary thereto shall be borne solely by Assignee. Assignors hereby authorize and request the Director of the U.S. Patent and Trademark Office and any official of this or any other country whose duty it is to manage the files related to and to trademarks on the applications included in or related to the Assigned IP and any applications filed hereafter relating to any of the Assigned IP, to issue trademarks on any applications that are filed that relate to the Assigned IP and record the assignment herein and to register all trademarks, service marks, trade names, or other governmental grants or issuances for the indications of origin associated therewith to Assignee, its successors and assigns, as the assignee to the entire interest therein.

4. Delayed Transfer. To the extent that any of the Assigned IP is not actually delivered and turned over by Assignors to Assignee as of the Effective Date, such Assigned IP will be held in trust by Assignors for Assignee and will be turned over and delivered to Assignee at any time and from time to time upon demand therefor.

5. Further Assurances. Each party hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

6. Expenses. Except as otherwise expressly provided in the Separation Agreement, Assignors and Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the transfer of the Assigned IP transferred hereby, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants; provided, however, that Assignee shall bear all costs and expenses arising out of or related to (a) any recordation of this Assignment, (b) the renewal and maintenance of the Assigned IP and (c) defending the Assigned IP against infringements, misappropriations, misuses or theft by third parties.

7. Third Parties. Nothing in this Agreement is intended by the parties to expand the rights or remedies of any third party against Assignee or Assignors, as the case may be, as compared to the rights and remedies which such third party would have had against Assignors had Assignee not consummated the transactions contemplated by the Separation Agreement. Nothing contained herein will, or should be construed to, prejudice the right of Assignee or Assignors, as the case may be, to contest any claim or demand with respect to any litigation or liability assumed or not assumed, respectively, hereunder; and Assignee or Assignors, as the case may be, will have all rights which Assignors have or may have to defend or contest any such claim or demand (except as aforesaid).

8. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Agreement will be valid, unless the same will be in writing and signed by Assignee and Assignors.

10. Governing Law. This Agreement and all disputes, claims or controversies relating to, arising out of, or in connection with this Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws rules of the State of New York.

11. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Agreement shall be acceptable and binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNORS:

AFFINION GROUP, INC.

By: 

Name: Gregory S. Miller

Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Insurance Business Intellectual Property Assignment Agreement]

AFFINION GROUP, LLC

By: 

Name: Gregory Miller

Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Insurance Business Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 006481 FRAME: 0044**

AFFINION PUBLISHING, LLC

By: 

Name: Gregory Miller

Title: Executive Vice President and Chief  
Financial Officer

{Signature Page to Insurance Business Intellectual Property Assignment Agreement}

**TRADEMARK**  
**REEL: 006481 FRAME: 0045**



TRILEGIANT CORPORATION

By:   
Name: Gregory Miller  
Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Insurance Business Intellectual Property Assignment Agreement]

ASSIGNEE:

AFFINION BENEFITS GROUP, LLC

By: 

Name: Gregory Miller

Title: Executive Vice President and Chief  
Financial Officer

**SCHEDULE 1**

**Assigned IP**

1. The following website domain names will be assigned to Affinion Benefits Group, LLC:

- 10yrterm.com
- myonlineinsurance.biz
- myonlineinsurance.com
- myonlineinsurance.mobi
- myonlineinsurance.org
- myonlineinsurance.biz
- myonlineinsurance.com
- myonlineinsurance.mobi
- myonlineinsurance.org
- myonlineinsurance.info
- myonlinelocalsavings.com
- pickcoverage.com
- destinationguard.com

2. The following trademarks will be assigned to Affinion Benefits Group, LLC:

1.	Lux 360°	United States	5292233
2.	Miscellaneous (Progeny) design	United States	2819626
3.	NetGain Local	United States	4412292
4.	PROGENY MARKETING INNOVATIONS	United States	2753100