

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498980

| | |
|------------------------------|-----------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Short Form Intellectual Property Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|------------------------------------------|
| MyPoints.com, LLC | | 11/20/2018 | Limited Liability Company: CALIFORNIA |
| Prodege LLC | | 11/20/2018 | Limited Liability Company: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------------|
| Name: | SunTrust Bank, as Collateral Agent |
| Street Address: | 303 Peachtree Street, N.E., 25th Floor |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30308 |
| Entity Type: | Corporation: GEORGIA |

PROPERTY NUMBERS Total: 18

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 3430663 | BONUSMAIL |
| Registration Number: | 4229598 | MYPOINTS |
| Registration Number: | 4229599 | MYPOINTS |
| Registration Number: | 2119246 | MYPOINTS |
| Registration Number: | 3668584 | MYPOINTS |
| Registration Number: | 2788641 | MYPOINTS REWARDS |
| Registration Number: | 2440148 | TRUE OPT-IN |
| Registration Number: | 4954508 | |
| Registration Number: | 4730260 | POLLWARE |
| Registration Number: | 3489305 | SODAHEAD |
| Registration Number: | 4566142 | SWAG BUCKS |
| Registration Number: | 4352402 | SWAG BUCKS |
| Registration Number: | 5606186 | SWAG CODES |
| Registration Number: | 3907344 | SWAG STAKES |
| Registration Number: | 3773696 | SWAG STORE |
| Registration Number: | 5149656 | SWAGBUCKS |
| Registration Number: | 3976131 | SWAGSTAKES |

CH \$465.00 3430663

TRADEMARK

| Property Type | Number | Word Mark |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------|
| Registration Number: | 4212813 | SWIDGET |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <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> | | |
| Phone: | 2136207848 | |
| Email: | iprecordations@whitecase.com | |
| Correspondent Name: | Justine Lu/White & Case LLP | |
| Address Line 1: | 555 South Flower Street, 2700 | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | |
| ATTORNEY DOCKET NUMBER: | 1135397-0104-S216 | |
| NAME OF SUBMITTER: | Justine Lu | |
| SIGNATURE: | /Justine Lu/ | |
| DATE SIGNED: | 11/20/2018 | |
| Total Attachments: 5 | | |
| source=Prodege - Trademark Security Agreement (Executed)#page1.tif | | |
| source=Prodege - Trademark Security Agreement (Executed)#page2.tif | | |
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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated November 20, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of SUNTRUST BANK (“SunTrust”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, PRODEGE, LLC, a California limited liability company (“Borrower”), PRODEGE HOLDINGS, LLC, a California limited liability company (“Holdings”), SunTrust, as Administrative Agent, Collateral Agent and L/C Issuer, and each lender from time to time party thereto, have entered into the Credit Agreement dated as of November 20, 2018, (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees,

indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PRODEGE, LLC,
as Initial Grantor

By: 
Name: Bradley C. Kates
Title: Chief Financial Officer

MYPOINTS.COM, LLC,
as Initial Grantor

By: 
Name: Bradley C. Kates
Title: Chief Financial Officer

Acknowledged:

SUNTRUST BANK,
as Collateral Agent

By: 

Name: Nicholas Hahn

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006486 FRAME: 0583

SCHEDULE A
United States Trademark Registrations and Trademark Applications

| Registered owner/ Grantor | Trademark | Registration No. or Application No. |
|------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------|
| MyPoints.com, LLC | BONUSMAIL | 3430663 |
| MyPoints.com, LLC | MYPOINTS | 4229598 |
| MyPoints.com, LLC | MYPOINTS | 4229599 |
| MyPoints.com, LLC | MYPOINTS | 2119246 |
| MyPoints.com, LLC | MYPOINTS Design  | 3668584 |
| MyPoints.com, LLC | MYPOINTS REWARDS | 2788641 |
| MyPoints.com, LLC | TRUE OPT-IN | 2440148 |
| Prodege LLC | Design Only  | 4954508 |
| Prodege LLC | POLLWARE | 4730260 |
| Prodege LLC | SODAHEAD | 3489305 |
| Prodege LLC | SWAG BUCKS | 4566142 |
| Prodege LLC | SWAG BUCKS | 4352402 |
| Prodege LLC | SWAG CODES | 5606186 |
| Prodege LLC | SWAG STAKES Design  | 3907344 |
| Prodege LLC | SWAG STORE | 3773696 |
| Prodege LLC | SWAGBUCKS | 5149656 |
| Prodege LLC | SWAGSTAKES | 3976131 |
| Prodege LLC | SWIDGET | 4212813 |