

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626611

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the coversheet. The name of the receiving party is cxLoyalty Global, Inc. previously recorded on Reel 007163 Frame 0748. Assignor(s) hereby confirms the assignment of the entire interest and goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affinion Publishing, LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	cxLoyalty Global, Inc.		
Street Address:	6 High Ridge Park		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6114356	CXLOYALTY	
CORRESPONDENCE DATA			
Fax Number:	2124684888		
<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:	212-468-4823		
Email:	chinton@dglaw.com		
Correspondent Name:	Jeffrey C. Katz		
Address Line 1:	Davis & Gilbert LLP, 1675 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	517-289-019		
NAME OF SUBMITTER:	Jeffrey C. Katz		
SIGNATURE:	/Jeffrey C. Katz/		
DATE SIGNED:	02/17/2021		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of December 30, 2020 (the “**Effective Date**”), by and among Affinion Publishing, LLC and Tavisca Solutions Private Limited (each, an “**Assignor**” and collectively, the “**Assignors**”), on the one hand, and cxLoyalty Global, Inc. (the “**Assignee**”), on the other hand. The Assignors and the Assignee are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, cxLoyalty Global Holdings, Inc., cxLoyalty Group Holdings, Inc., Columbia Merger Sub, Inc. and JPMorgan Chase Holdings LLC are parties to that certain Transaction Agreement dated as of December 28, 2020 (the “**Transaction Agreement**”); and

WHEREAS, in connection with the Restructuring contemplated by the Transaction Agreement, each of the Assignors and the Assignee have agreed to deliver this Assignment to the other Parties.

NOW, THEREFORE, in accordance with the Transaction Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors and the Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings assigned thereto in the Transaction Agreement.

Section 2. Assignment. In accordance with the Restructuring, effective as of the Business Transfer Time, in consideration of the sum of one dollar (USD \$1.00) (the receipt of which Assignee expressly acknowledges), each Assignor hereby assigns, transfers, conveys and delivers to the Assignee (i) all of such Assignor’s right, title and interest in and to any and all of the Transferred Trademarks, including the Trademarks set forth on Schedule A hereto and all common law or statutory rights anywhere in the world arising under or associated therewith (collectively, the “Assigned Trademarks”), (ii) the right to sue and bring claims and causes of action for, and recover and retain damages and profits for, past, present and future infringement, misappropriation or other violation of the foregoing and (iii) all of the goodwill appurtenant thereto, in each case, free and clear of all Liens (other than Permitted Liens). The Assigned Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 3. Further Assurances; Recordation. From and after the Closing Date, each Assignor shall provide documentation or other necessary assistance to effectuate and record the transactions contemplated by this Assignment, including, without limitation, all documents necessary to record in the name of the Assignee the assignment of the Assigned Trademarks in, as applicable, the United States Patent and Trademark Office or equivalent authorities in all

relevant foreign jurisdictions and any necessary or appropriate records or indicia of ownership and use. Each Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of equivalent authorities in all relevant foreign jurisdictions to record and register this Assignment upon request by Assignee, its successors, assigns or other legal representatives.

Section 4. Succession and Assignment. This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective legal representatives, successors and permitted assigns; provided, however, that no assignment by any Party shall relieve such Party of any of its obligations hereunder.

Section 5. Governing Law. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 6. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

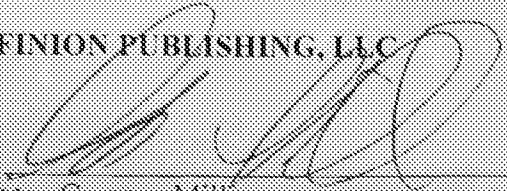
Section 7. Counterparts and Facsimile Signature. This Assignment may be executed by facsimile and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Parties.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

AFFINION PUBLISHING, LLC

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

ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF Fairfield ss

On December 28, 2020 before me, the undersigned, personally appeared Gregory Miller personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal)

Signature: Karen L Walgren
Notary Public

KAREN L. WALGREN
Notary Public - Connecticut
My Commission Expires
March 31, 2021

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

CXLOYALTY GLOBAL, INC.

By: 

Name: Gregory Miller

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF *Connecticut*

COUNTY OF *Fairfield*, ss

On *December 28*, 2020 before me, the undersigned, personally appeared *Gregory Miller* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal)

Signature: *Karen L. Walgren*

Notary Public

KAREN L. WALGREN
Notary Public - Connecticut
My Commission Expires
March 31, 2021

Schedule A

Trademark Name	Country	Appl. No	Appl. Date	Reg. No	Reg. Date
cxLoyalty (Stylized)	Brazil	916852385	3/1/2019		
cxLoyalty (Stylized)	Brazil	916852512	3/1/2019	916852512	10/1/2019
cxLoyalty (Stylized)	Brazil	916852679	3/1/2019		
cxLoyalty (Stylized)	Brazil	916852784	3/1/2019	916852784	10/1/2019
cxLoyalty (Stylized)	China P.R.	37043739	3/25/2019	37043739	3/28/2020
cxLoyalty (Stylized)	China P.R.	37043738	3/25/2019	37043738	12/7/2019
cxLoyalty (Stylized)	China P.R.	37043737	3/25/2019	37043737	12/7/2019
cxLoyalty (Stylized)	China P.R.	37043736	3/25/2019	37043736	12/7/2019
cxLoyalty (Stylized)	EUTM	018024917	2/19/2019	018024917	11/5/2020
cxLoyalty (Stylized)	Great Britain	UK00003376 770	2/19/2019	UK0000337677 0	5/10/2019
cxLoyalty (Stylized)	India	4125598	3/22/2019	4125598	10/25/2019
cxLoyalty (Stylized)	Mexico	2169459	2/20/2019	2017298	7/2/2019
cxLoyalty (Stylized)	Mexico	2169458	2/20/2019	2073384	1/15/2020

Trademark Name	Country	Appl. No	Appl. Date	Reg. No	Reg. Date
cxLoyalty (Stylized)	Mexico	2169457	2/20/2019	2000713	5/16/2019
cxLoyalty (Stylized)	Mexico	2169455	2/20/2019	2000712	5/16/2019
cxLoyalty (Stylized)	Norway	201902695	2/20/2019		
cxLoyalty (Stylized)	Philippines	4-2019-002815	2/21/2019		
cxLoyalty (Stylized)	Singapore	40201903995U	2/22/2019	40201903995U	2/22/2019
cxLoyalty (Stylized)	South Africa	2019/04891	2/21/2019		
cxLoyalty (Stylized)	South Africa	2019/04892	2/21/2019		
cxLoyalty (Stylized)	South Africa	2019/04893	2/21/2019		
cxLoyalty (Stylized)	South Africa	2019/04894	2/21/2019		
cxLoyalty (Stylized)	Switzerland	02710/2019	2/27/2019	750463	8/7/2020
cxLoyalty (Stylized)	Turkey	2019/19538	2/26/2019	2019 19538	9/19/2019
cxLoyalty & Design	United States	88/248221	1/3/2019	6114356	7/28/2020
cxLoyalty & Design	Canada	2053909	9/24/2020		

Trademark Name	Country	Appl. No	Appl. Date	Reg. No	Reg. Date
TAVISCA	India			2088172	09/09/2012 (Date of Seal)
TAVISCA	India			2088173	09/21/2012 (Date of Seal)