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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM646278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DOSH HOLDINGS LLC	FORMERLY BSPEARS MERGER SUB II, LLC	04/07/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Pacific Western Bank
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: 3

Property Type	Number	Word Mark
Registration Number:	6113827	DO\$H
Registration Number:	5124772	DOSH
Registration Number:	6113826	DOSH

CORRESPONDENCE DATA

Fax Number: 9192823941

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: 919-3062508

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

NAME OF SUBMITTER:	Nicholas Nance
SIGNATURE:	/NicholasNance-TKF/
DATE SIGNED:	05/12/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 7, 2021 by and between DOSH HOLDINGS, LLC, a Delaware limited liability company (formerly known as BSPEARS MERGER SUB II, LLC) ("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 Cardlytics, Inc. ("Parent"), 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").

1.

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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 <u>Exhibits A</u>, <u>B</u>, and <u>C</u> 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

2.

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:

DOSH HOLDINGS LLC (FORMERLY KNOWN AS BSPEARS MERGER SUB II, LLC)

Name Acceptance

Address of Grantor:

13501 Galleria Circle, Suite 300 Austin, TX 78738

Agent:

PACIFIC WESTERN BANK

Address of Agent

406 Blackwell Street, Suite 240 Durham, NC 27701

Attn: Loan Documentation Department

[Signature Page Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

	Registration	Registration
Description	Number	Date

None.

TRADEMARK REEL: 007292 FRAME: 0741

EXHIBIT B

PATENTS

Description	Application OR Patent Number	Application OR Filing Date
System for Identifying and Applying Offers to User Transactions	15/375,705	12/12/16
System for Sharing and Transferring Currency	15/375,866	12/12/16
System for Generating and Tracking Offers Chain of Titles	15/375,979	12/12/16
System for Generating and Tracking Offers Chain of Titles	15/486,769	04/13/17
Matching Transactions Across Heterogeneous, Multi- Entry Distributed Computing Platforms	62/597,126	12/11/17
Matching Transactions Across Heterogeneous, Multi- Entry Distributed Computing Platforms	US18/65011	12/11/18
Matching Transactions Across Heterogeneous, Multi- Entry Distributed Computing Platforms	16/854,693	04/21/20

EXHIBIT C

TRADEMARKS

Description	Serial/ Registration Number	Registration/ Filing Date
	87213887	10/24/16
DO\$H	6113827	07/24/20
	86412258	10/01/14
DOSH	5124772	01/17/17
	87213884	10/24/16
DOSH	6113826	07/28/20

TRADEMARK REEL: 007292 FRAME: 0743

RECORDED: 05/12/2021