

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	4

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRODEGE, LLC		12/15/2021	Limited Liability Company: CALIFORNIA
MYPOINTS.COM, LLC		12/15/2021	Limited Liability Company: CALIFORNIA
INBOXDOLLARS, LLC		12/15/2021	Limited Liability Company: CALIFORNIA
UPROMISE, LLC		12/15/2021	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3382014	INBOXDOLLARS
Registration Number:	4801318	DAILYREWARDS
Registration Number:	4497067	PAID EMAIL
Registration Number:	4119427	THE ONLINE REWARDS CLUB THAT PAYS
Registration Number:	3382015	SENDEARNINGS
Registration Number:	4276702	
Registration Number:	4272887	\$ SENDEARNINGS
Registration Number:	4122725	INBOXDOLLARS THE ONLINE REWARDS CLUB THA
Registration Number:	4119426	
Registration Number:	3430663	BONUSMAIL
Registration Number:	2119246	MYPOINTS
Registration Number:	4229598	MYPOINTS
Registration Number:	3668584	MYPOINTS

TRADEMARK

REEL: 007532 FRAME: 0817

Property Type	Number	Word Mark
Registration Number:	4229599	MYPOINTS
Registration Number:	2788641	MYPOINTS REWARDS
Registration Number:	6304308	COUPONCAUSE
Registration Number:	6304309	COUPONCAUSE YOU SAVE, WE DONATE
Registration Number:	3489305	SODAHEAD
Registration Number:	5149656	SWAGBUCKS
Registration Number:	5606186	SWAG CODES
Registration Number:	3773696	SWAG STORE
Registration Number:	3976131	SWAGSTAKES
Registration Number:	6384119	SWAGSTAKES
Registration Number:	4954508	
Registration Number:	2618696	UPROMISE
Registration Number:	3868496	UPROMISE
Serial Number:	90612394	SWAGBUCKS
Serial Number:	90612374	SWAGIT
Serial Number:	90902485	TADA
Serial Number:	97141587	TADA

**CORRESPONDENCE DATA**

Fax Number: 7045032622

*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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

<b>NAME OF SUBMITTER:</b>	Moira Sheehan
<b>SIGNATURE:</b>	/Moira Sheehan/
<b>DATE SIGNED:</b>	12/16/2021

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2021, is made by PRODEGE, LLC, a California limited liability company (“Prodege”), MYPOINTS.COM, LLC, a California limited liability company (“MyPoints”), INBOXDOLLARS, LLC, a California limited liability company (“InboxDollars”) and UPROMISE, LLC, a California limited liability company (“Upromise”, and together with Prodege, MyPoints and InboxDollars, each a “Grantor”, and collectively, the “Grantors”), in favor of Wilmington Trust, National Association, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Term Loan Facility (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Pelican Intermediate Holdings, LLC, a Delaware limited liability company (the “Initial Borrower”), Prodege International Holdings, LLC, a Delaware limited liability company (a “Co-Borrower” and collectively with the Initial Borrower, the “Borrower”), Pelican Guarantor Holdings, LLC, a Delaware limited liability company (“Holdings”), the Lenders and the L/C Issuers from time to time party thereto, the Administrative Agent and the other Agents (as defined therein) party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 15, 2021 in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, each other Secured Party and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(i) all of its registrations and applications for registration for United States Trademarks (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Excluded Collateral, including, without limitation, a Trademark application that is filed on an "intent-to-use" basis prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable United States law.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRODEGE, LLC  
MYPOINTS.COM, LLC  
INBOXDOLLARS, LLC  
UPROMISE, LLC

as Grantor

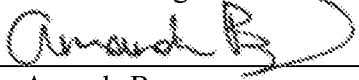
By:   
Name: Eustace A. Olliff  
Title: Senior Vice President

*[Signature Page to Trademark Security Agreement]*

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_



Name: Amanda Berg


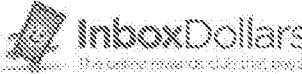
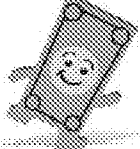



Title: Banking Officer



*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007532 FRAME: 0822**

**SCHEDULE 1**

**U.S. Registered Trademarks**

<b>Owner</b>	<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Case Status</b>
InboxDollars, LLC	INBOXDOLLARS	78973736	-	3382014	2-12-2008	Registered
InboxDollars, LLC	DAILYREWARDS	86221683	-	4801318	08-25-2015	Registered
InboxDollars, LLC	PAID EMAIL	85860716	-	4497067	03-18-2014	Registered
InboxDollars, LLC	THE ONLINE REWARDS CLUB THAT PAYS	85204719	-	4119427	03-27-2012	Registered
InboxDollars, LLC	SENDEARNINGS	78974246	-	3382015	02-12-2008	Registered
InboxDollars, LLC		85426970	-	4276702	01-15-2013	Registered
InboxDollars, LLC		85328962	-	4272887	01-08-2013	Registered
InboxDollars, LLC		85204930	-	4122725	04-03-2012	Registered
InboxDollars, LLC		85204718	-	4119426	03-27-2012	Registered
MyPoints.com, LLC	BONUSMAIL	77277550	-	3430663	05-20-2008	Registered
MyPoints.com, LLC	MYPOINTS	75146519	-	2119246	12-09-1997	Registered
MyPoints.com, LLC	MYPOINTS	85565080	-	4229598	10-23-2012	Registered
MyPoints.com, LLC		77550290	-	3668584	08-18-2009	Registered
MyPoints.com, LLC		85565118	-	4229599	10-23-2012	Registered
MyPoints.com, LLC	MYPOINTS REWARDS	76484200	-	2788641	12-02-2003	Registered
Prodege, LLC	COUPONCAUSE	88860748	-	6304308	03-30-2021	Registered
Prodege, LLC	COUPONCAUSE YOU SAVE, WE DONATE	88860760	-	6304309	03-30-2021	Registered
Prodege, LLC	SODAHEAD	77047819	-	3489305	08-19-2008	Registered
Prodege, LLC	SWAGBUCKS	90612394	03-30-2021	-	-	Pending
Prodege, LLC	SWAGBUCKS	87851098	03-27-2018	-	-	Pending
Prodege, LLC	SWAGBUCKS	87038872	-	5149656	02-28-2017	Registered
Prodege, LLC	SWAG CODES	87851115	-	5606186	11-13-2018	Registered
Prodege, LLC	SWAGIT	90612374	03-30-2021	-	-	Pending
Prodege, LLC	SWAG STORE	77541568	-	3773696	04-06-2010	Registered
Prodege, LLC	SWAGSTAKES	85050097	-	3976131	06-07-2011	Registered
Prodege, LLC	SWAGSTAKES	90004854	-	6384119	06-15-2021	Registered
Prodege, LLC		86694402	-	4954508	05-10-2016	Registered
Prodege, LLC	TADA	90902485	08-25-2021	-	-	Pending

Owner	Title	Application No.	Application Date	Registration No.	Registration Date	Case Status
Prodege, LLC		97141587	11-24-2021	-	-	Pending
Upromise, LLC	UPROMISE	76026618	-	2618696	09-10-2002	Registered
Upromise, LLC		77812469	-	3868496	10-26-2010	Registered