

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Groupon, Inc.		03/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6803689	GRAB LIFE BY THE GROUPON	
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:	13127017552		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	Caitlin L. Schlie		
Address Line 1:	71 S Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	14452363		
NAME OF SUBMITTER:	Madelaine M. Thomas		
SIGNATURE:	/Madelaine M. Thomas/		
DATE SIGNED:	03/20/2023		
Total Attachments: 12			
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FIRST AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This **FIRST AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of March 13, 2023 (this “**Amendment**”), is made by the grantors signatory hereto (the “**Grantors**” and each a “**Grantor**”) in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “**Administrative Agent**”) for the Secured Parties (as defined in the Pledge and Security Agreement, defined below).

WHEREAS, Grantor and the Administrative Agent are parties to that certain Patent and Trademark Security Agreement, dated as of July 17, 2020 (as amended, restated, modified or supplemented from time to time (the “**Patent and Trademark Security Agreement**”));

WHEREAS, Groupon, Inc., a Delaware corporation (“**Groupon**”), various financial institutions and the Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of May 14, 2019, (as amended by the First Amendment, dated as of July 17, 2020, the Second Amendment, dated as of March 22, 2021, the Third Amendment, dated as of September 28, 2022, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantors, each subsidiary of Groupon party thereto and the Administrative Agent are parties to that certain Second Amended and Restated Subsidiary Guaranty dated as of May 14, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Subsidiary Guaranty**”);

WHEREAS, the Grantors, each subsidiary of Groupon party thereto and the Administrative Agent have agreed to amend and restate that certain Second Amended and Restated Pledge and Security Agreement dated as of May 14, 2019 pursuant to a Third Amended and Restated Pledge and Security Agreement dated as of July 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”);

WHEREAS, the parties hereto have agreed to amend the Patent and Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Amendment

Schedule A to the Patent and Trademark Security Agreement is hereby amended to include the information set forth in **Schedule A** attached hereto.

SECTION 2. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 3. Grant of Security Interest

SECTION 3.1 Grant of Security. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or

hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “**Patent and Trademark Collateral**”):

(a) Trademarks. (i) All trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark application and registration listed on Schedule A hereto under the heading “Trademarks”; (ii) all Licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world.

(b) Patents. (i) Any and all patents and patent applications, including, without limitation, each patent application and registration listed on Schedule A hereto under the heading “Patents”; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world.

(c) Licensing. (i) any and all licensing agreements or similar arrangements in and to its Patents or Trademarks including each agreement listed in Schedule A attached hereto under the heading “Patent and Trademark Licenses”, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

SECTION 3.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Patent and Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any agreement, license or covenant to which a Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor, (ii) any lease, license or agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition, *provided that* the Patent and Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such violation, invalidation or right of termination shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, agreement, property subject to a purchase money security interest or similar arrangement that does not result in any of the consequences specified above or (iii) any intent-to-use trademark application prior to the filing 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 federal law.

SECTION 4. Security Agreement

The security interest granted pursuant to this Amendment is granted in conjunction with the security interest granted to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Amendment is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 5. Choice of Law

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts

This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

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

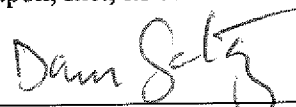
Grantors:

GROUPON, INC.

By: 
Name: Damien Schmitz
Title: Chief Financial Officer

LIVINGSOCIAL, LLC (f/k/a LivingSocial, Inc.)

By: Groupon, Inc., its sole member

By: 
Name: Damien Schmitz
Title: Chief Financial Officer

Accepted and Agreed:
JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: Christine Lathrop
Name: Christine Lathrop
Title: Executive Director

[Signature Page to First Amended and Restated Patent and Trademark Security Agreement]

**SCHEDULE A
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS

Country	Title	Status	Filed Date	Serial No.	Patent No.	Issue Date	Owner
United States	Inbox Management System	Issued	1/13/2021	17/148,239	11,593,836	2/28/2023	Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Providing A Shared Map Interface	Issued	6/9/2021	17/303,874	11,593,838	2/28/2023	Groupon, Inc.
United States	Promotional System Interaction Tracking	Issued	6/30/2021	17/364,799	11,593,841	2/28/2023	Groupon, Inc.
United States	Deal Scoring System And Method	Issued	8/10/2021	17/444,794	11,593,832	2/28/2023	Groupon, Inc.
United States	Predictive Recommendation System	Issued	10/2/2020	17/062,026	11,587,116	2/21/2023	Groupon, Inc.
United States	Predictive Recommendation System Using Absolute Relevance	Issued	12/17/2020	17/125,158	11,587,123	2/21/2023	Groupon, Inc.
United States	Transaction Processing System	Issued	12/9/2020	17/116,613	11,587,104	2/21/2023	Groupon, Inc.
United States	System And Method For Object-Response Asset Authorization And Pairing	Issued	7/8/2021	17/370,349	11,582,164	2/14/2023	Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Facilitating The Playback Of Interface Events	Issued	12/27/2021	17/646,016	11,579,768	2/14/2023	Groupon, Inc.
United States	Mobile Service Applications	Issued	12/31/2020	17/247,938	11,579,891	2/14/2023	Groupon, Inc.
United States	Interactive Virtual Reality System	Issued	8/13/2021	17/445,003	11,580,708	2/14/2023	Groupon, Inc.
United States	Apparatus And Method For Utilizing Immediate Gratification Promotions	Issued	12/9/2020	17/116,871	11,574,335	2/7/2023	Groupon, Inc.
United States	Method And System For Enabling The Creation And Maintenance Of Proximity-Related User Groups	Issued	9/4/2020	17/012,763	11,570,574	1/31/2023	Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Automated Approval Of A Promotion Structure	Issued	12/2/2021	17/540,793	11,568,440	1/31/2023	Groupon, Inc.

Country	Title	Status	Filed Date	Serial No.	Patent No.	Issue Date	Owner
United States	Systems And Methods To Implement Point Of Sale (Pos) Terminals, Process Orders And Manage Order Fulfillment	Issued	9/18/2020	17/025,710	11,562,443	1/24/2023	Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Device Rendered Object Sets Based On Multiple Objectives	Issued	8/24/2020	17/001,500	11,544,774	1/3/2023	Livingsocial, Inc.
United States	Facilitating Consumer Payments And Redemptions Of Deal Offers	Issued	1/14/2021	17/148,908	11,544,728	1/3/2023	Groupon, Inc.
United States	Presence Detection Based On Crowd Surfing Signal Strength	Issued	10/6/2021	17/495,194	11,546,727	1/3/2023	Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Forecasting Demand Using Real Time Demand	Published	7/1/2022	17/810,395			Groupon, Inc.
United States	Secure Communication Protocols For Proximity-Based Validation In Distributed Multi-Device Frameworks	Issued	5/14/2021	17/320,915	11,538,018	12/27/2022	Groupon, Inc.
United States	Optical Receipt Processing	Issued	12/8/2020	17/115,447	11,538,263	12/27/2022	Groupon, Inc.
United States	Methods And Systems For Programmatic Control Of Transmitted Electronic Content	Published	6/7/2022	17/805,784			Groupon, Inc.
United States	System And Method For Throttling Communications With Consumer Devices	Published	4/8/2022	17/716,785			Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Balancing Network Resource Demand	Published	6/16/2022	17/842,637			Groupon, Inc.
United States	Method And Apparatus For Providing Promotion Vouchers	Published	5/27/2022	17/827,218			Groupon, Inc.
United States	Methods And Systems For Generating A Supply Index Indicative Of A Quality Of Available Supply Of Merchant Promotions	Published	6/17/2022	17/807,520			Groupon, Inc.

Country	Title	Status	Filed Date	Serial No.	Patent No.	Issue Date	Owner
United States	Computer System And Computer-Executed Method For Inventory Valuation	Issued	12/1/2020	17/108,547	11,514,462	11/29/2022	Groupon, Inc.
United States	Generating Promotion Offers And Providing Analytics Data	Published	7/26/2022	17/873,837			Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Forecasting Demand	Published	5/9/2022	17/662,451			Groupon, Inc.
United States	Systems And Methods For Generating A User Interface Including Item Selection Interface Elements Arranged Based On Relevance Data And Configured For Executing Transition Routines Based On Receipt Of An Expiration Signal	Issued	3/24/2021	17/301,085	11,501,361	11/15/2022	Groupon, Inc.
United States	Method, System, And Apparatus For Programmatically Generating A Channel Incrementality Ratio	Issued	5/17/2021	17/322,384	11,496,785	11/8/2022	Groupon, Inc.
United States	Deal Generation Using Point-Of-Sale Systems And Related Methods	Published	5/20/2022	17/749,525			Groupon, Inc.
United States	Inbox Management System	Issued	9/21/2020	17/027,176	11,488,201	11/1/2022	Groupon, Inc.
United States	Method And Apparatus For Determining Promotion Pricing Parameters	Issued	11/6/2020	17/091,432	11,481,814	10/25/2022	Groupon, Inc.
United States	System For Providing Impressions Based On Consumer Preferences For Future Promotions	Issued	9/11/2020	17/018,744	11,475,483	10/18/2022	Groupon, Inc.
United States	Apparatuses, Computer Program Products, And Methods For Generation Of Augmented Reality Interfaces	Issued	8/14/2020	16/994,027	11,468,475	10/11/2022	Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Auto-Replenishing An Inventory Of Promotions	Issued	7/13/2021	17/374,487	11,468,463	10/11/2022	Groupon, Inc.

Country	Title	Status	Filed Date	Serial No.	Patent No.	Issue Date	Owner
United States	Method And System For Generating Purchase Recommendations Based On Purchase Category Associations	Issued	9/4/2020	17/012,776	11,468,456	10/11/2022	Groupon, Inc.
United States	Graph-Based Compression Of Data Records	Issued	4/29/2021	17/302,296	11,449,895	9/20/2022	Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Generating Graphical User Interface For Facilitating Complex User Interactions	Published	3/29/2022	17/657,058			Groupon, Inc.
United States	Modification Of Electronic Content Identified By A Transmission Of An Indication Of The Online Content After The Transmission	Published	1/12/2022	17/647,751			Groupon, Inc.
United States	Centralized, Scalable, Resource Monitoring System	Issued	12/7/2020	17/113,374	11,381,488	7/5/2022	Groupon, Inc.
United States	Systems And Methods For Determining Redemption Time	Issued	6/24/2020	16/910,620	11,354,716	6/7/2022	Groupon, Inc.
United States	System, Apparatus, Method, And User Interface Configured For Transmission Of Data Via A Wireless Ad-Hoc Network	Published	10/4/2021	17/449,880			Groupon, Inc.
United States	Dynamic Time-Based Adjustment Of Predictive Modeling Data	Published	1/12/2022	17/574,514			Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Facilitating Dynamic Change Of An Adjustable Size Component Of A Displayed Icon	Published	11/30/2021	17/456,997			Groupon, Inc.
United States	Dynamically Providing Altered Menu Content Data For Display In Response To Real-Time Constraint Data	Published	10/22/2021	17/451,997			Groupon, Inc.
United States	Dynamically Altering Displayed Menu Content Data In Response To Real-Time Event Data	Published	10/22/2021	17/452,005			Groupon, Inc.
United States	Method, Apparatus, And Computer Program Product For Calculating A Supply Based On Travel Propensity	Published	6/23/2021	17/355,422			Groupon, Inc.

Country	Title	Status	Filed Date	Serial No.	Patent No.	Issue Date	Owner
United States	Iterative Process For Intelligently Modeling A Diverse Portfolio Of Available Content	Published	2/22/2021	17/181,061			Groupon, Inc.
United States	Method, Apparatus, And Computer Readable Medium For Providing A Modular Framework Of Asynchronous And Parallel Processes	Published	7/23/2021	17/443,284			Groupon, Inc.

TRADEMARKS

Country	Mark Name	Status	Filed Date	Application No.	Reg. Date	Registration No.	Owner
United States	GRAB LIFE BY THE GROUPON	Registered	7/16/2021	90/833,125	7/26/2022	6,803,689	Groupon, Inc.

PATENT AND TRADEMARK LICENSES

None