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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Air Miles International Holdings, N.V.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Air Miles International Trading B.V.
Internal

Address:

Street Address: Polaris Avenue 27

City: JH Hoofddorp State: The Netherlands Zip:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,150,603 ; 1,771,774,

Additional number(s) attached Yes No

1,819,474

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Romy Berk

Internal Address: Paul, Hastings, Janofsky + Walker LLP

Street Address: 75 East 55th Street

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Romy Berk
Name of Person Signing

Romy Berk
Signature

5/18/01
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

This ASSIGNMENT from AIR MILES INTERNATIONAL HOLDINGS
N.V. whose registered office is at *Landhuis Joonchi, Kaya Richard J. Beaujon s/n,*
De Ruyterkade 58A, P.O. Box 837, Curacao,
Netherlands Antilles ("Assignor"), and AIR MILES INTERNATIONAL TRADING
B.V. whose registered office is at Polaris Avenue 27 JH Hoofddorp The Netherlands
("Assignee"), is entered into and effective as of April 20, 2000.

WITNESSETH

WHEREAS, Assignor is the sole owner of the entire right, title and
interest in and to the following U.S. Trademark Registrations (collectively, the
"Trademarks"):

| Trademark | Registration Number |
|--|---------------------|
| AIR MILES | 1,150,603 |
| AIR MILES TRAVEL THE WORLD & Design | 1,771,774 |
| AIR MILES TRAVEL THE WORLD & Design | 1,819,474 |

WHEREAS, Assignor is a party to the licenses set forth on Exhibit A
hereto (the "Licenses");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor
now wishes to assign to Assignee, any and all of Assignor's right, title and interest in and
to the Trademarks, the Licenses, and all other intellectual property, including patents,
utility models, trade and service marks, trade or business names, domain names, rights in
designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and

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Know How (as defined below), in all cases whether or not registered or registrable in the United States for the full term of such rights including any extension to or renewal of the terms of such rights and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these (the "Other Intellectual Property") and the ongoing and existing goodwill of the business connected with the use of the Trademarks, the Licenses, and the Other Intellectual Property together with the right to recover for the past, present and future infringements and violations thereof;

WHEREAS, Assignee also desires to acquire from Assignor, and Assignor now wishes to disclose to Assignee, all information acquired or developed by assignor as of the effective date which is useful in the conduct of the business, including, but not limited to, computer programs, business methods, marketing strategies, data and business plans (the "Know How") related to the marketing plan whereby entitled members of the public are offered travel related services or goods or other goods or services, awards or values of any nature (whether or not by virtue of exchanging, converting or redeeming coupons, tickets, points or other tangible or intangible rights) in connection with the purchase of goods or services from persons using such scheme as a promotion or incentive upon sale or purchase of goods and/or services from such persons (the "Air Miles Scheme").

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby

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acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire right, title and interest in and to the Trademarks, the Licenses and the Other Intellectual Property and the ongoing and existing goodwill of the business connected with the use of the Trademarks, the Licenses and the Other Intellectual Property and all rights of registration, maintenance, renewal and protection thereof, together with the right to recover for the past, present and future infringements and violations thereof.

Further, Assignor agrees to disclose all Know How to the Assignee with respect to the Air Miles Scheme and that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns shall do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for maintaining, renewing or enforcing the Trademarks, the Licenses or any of the Other Intellectual Property.

Assignor represents and agrees that it has no knowledge of any lien, security interest, restriction, claim or encumbrance in connection with the Trademarks, the Licenses or any of the Other Intellectual Property and that it has full power and authority to enter into and perform this Assignment.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment, through a duly authorized representative, on the date(s) set forth below.

Dated: 8th February, 2000

AIR MILES INTERNATIONAL HOLDINGS N.V.

Name: G. E. Elias
Title: Managing Director

STATE OF Netherlands)
 Antilles) ss.
COUNTY OF Curacao)

On this 8th day of February ²⁰⁰¹ ~~2000~~, before me personally appeared Mr. G. E. Elias the Managing Director of AIR MILES INTERNATIONAL HOLDINGS N.V., who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed, and who executed the same, with full power and authority to do so on behalf of and with the authorization of the above-named entity, and for the purposed therein specified.


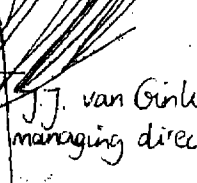
WITNESS my hand and official seal.



[Signature]
Notary Public, Curacao, N.A.

Dated: 20th March, 2000

AIR MILES INTERNATIONAL
TRADING B.V.


Name: ROBERT SIERKINK
Title: MANAGING DIRECTOR
 J.J. van Ginkel
managing director

STATE OF)
NETHERLANDS) ss.
COUNTY OF)

On this ___ day of _____, 2000, before me personally appeared _____, the _____ of AIR MILES INTERNATIONAL TRADING B.V., who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed, and who executed the same, with full power and authority to do so on behalf of and with the authorization of the above-named entity, and for the purposed therein specified.

WITNESS my hand and official seal.

Notary Public

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H O U T H O F F B U R U M A

Seen by me, Martine Bijkerk, civil law notary, residing in Amsterdam, The Netherlands, for legalization of the signature of Jacobus Johannes van Ginkel born at Voorburg, the Netherlands, on the eleventh day of December, nineteen hundred and fifty-eight, managing director of Air Miles International Trading B.V., established at Hoofddorp, the Netherlands, and fully authorized to represent the aforementioned company in his said capacity.

Amsterdam, March 20, 2001

A handwritten signature in black ink, appearing to read "J. van Ginkel".

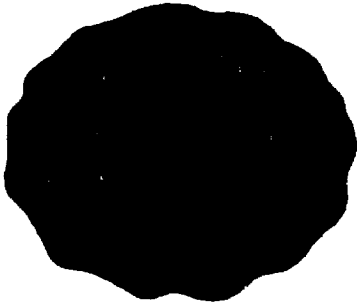


EXHIBIT A

LICENSES

1. License to use the Air Miles Trade Marks in the United States between (1) Air Miles International Holdings N.V. and (2) Alliance Data Systems Corporation dated July 24, 1998.

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