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

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

1. Name of conveying party(ies):

NETCENTIVES, INC.

09/19/01

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name

Other **EXCLUSIVE LICENSE TO
JAPANESE RIGHTS SOLEY IN JAPAN**Execution Date: **SEPTEMBER 13, 2001**

2. Name and address of receiving party(ies)

Name: **CUSTOMER LOYALTY NETWORK K.K.**

Internal Address: _____

Street Address: _____

8-21 TOMIHISA-CHO, SHINJUKU-KUCity: **TOKYO** State: **JAPAN** Zip: _____Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

PCTUS00/22099**PCTUS00/31893**

B. Patent No.(s)

5,744,870**6,009,412**Additional numbers attached? ☐ Yes ☒ No

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

Name: **ERIN R. MOORE, ESQ.**

Internal Address: _____

Street Address: **725 S. FIGUEROA STREET****SUITE 2800**City: **LOS ANGELES** State: **CA** Zip: **90017**6. Total number of applications and patents involved: **4**7. Total fee (37 CFR 3.41).....\$ **160.00**☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

03-3975

(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.***ERIN R. MOORE**

Name of Person Signing

Signature

9.17.01

Date

Total number of pages including cover sheet, attachments, and documents: **4**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

**PATENT
REEL: 012177 FRAME: 0372**

SHORT-FORM LICENSE AGREEMENT

Pursuant to and subject to that certain Exclusive License Agreement by and between Netcentives, Inc. ("Netcentives"), and Customer Loyalty Network K.K. ("CLN KK"), dated September 13, 2001USA ("Effective Date"), Netcentives hereby agrees as follows:

1. Netcentives hereby grants to CLN KK an exclusive (in Japan only), fully paid, royalty-free, irrevocable sub-licensable, perpetual license to the Technology (excluding the Source Code) and including a license under any patent issued in Japan based on the PCT Applications, including without limitation the right to make, use, operate, sell or offer to sell, distribute, transfer, publish, display, perform, improve, enhance, modify and otherwise adapt, and create derivative works based upon and otherwise fully commercialize and exploit the Technology solely in Japan, or have other Persons do the same for CLN KK solely in Japan. Notwithstanding anything to the contrary herein including without limitation what is stated in this Section 1 and in Sections 5 and 6 below, the rights granted to CLN KK under Section 8 below are personal to CLN KK and CLN KK shall not have the right to sub-license such rights to any other Person; and CLN KK shall have no right to sell the Intellectual Property Rights in the Technology to any Person except in accordance with assignments permissible under the Exclusive License Agreement.

2 CLN KK shall hold the exclusive rights, titles and interests in and to the Enhancements and CLN KK shall have the right to apply for, establish, register, and have issued or granted, in CLN KK's own name, any and all Intellectual Property Rights in the Enhancements, or have others do the same for CLN KK, solely in Japan, subject to Netcentives' and any other Person's ownership in the underlying Technology and all Intellectual Property Rights in the Technology. CLN KK grants Netcentives a non-exclusive license to use all Enhancements (excluding the Source Code) outside of Japan and Asia, and in Japan and Asia for Netcentives' Global Customers but subject to the right of first refusal provided for in Section 3 below and excluding any use in connection with CLN KK's Global Customers. Nothing herein shall be construed to diminish any rights of Netcentives in the Technology or the Intellectual Property Rights therein. So long as this License Agreement is in effect, Netcentives agrees that it will not assert at any time against CLN KK any Moral Rights it may have in connection with the Technology against CLN KK or its successors.

3 Notwithstanding the exclusivity of the rights granted in Section 1 above, Netcentives shall have the right to provide services in Japan based upon the Technology to Netcentives' Global Customers; provided however, that if Netcentives decides to subcontract any services relating to establishing or operating a program utilizing or based on the Technology for Netcentives' Global Customers to third party contractors in Japan, CLN KK shall have the right of first refusal regarding such services provided always that CLN KK generally offers such services unless Netcentives' Global Customers do not approve of CLN KK; provided further however, that so long as CLN KK is in compliance with this Exclusive License Agreement, Netcentives shall not in any way discourage or deter such Netcentives' Global Customers from approving of CLN KK. Netcentives will notify CLN KK of any such services that Netcentives intends to subcontract to a third party contractor. If (i) CLN KK does not respond to such notification within five (5) business days (of CLN KK) after receipt of such notification (ii) CLN KK and Netcentives do not reach an agreement within ten (10) business days (of CLN KK) after such notification regarding the terms and conditions under which CLN KK shall provide the services to the respective Netcentives' Global Customer, or (iii) Netcentives' Global Customer does not approve of CLN KK, provided so long as CLN KK is in compliance with this Exclusive License Agreement, that Netcentives shall not in any way discourage or deter such Netcentives' Global Customers from approving of CLN KK, then Netcentives shall be free to subcontract such services at its sole discretion to any third party contractor.

4 The right and license granted hereunder shall become non-exclusive and Netcentives may freely license, on a non-exclusive basis, such rights in its absolute discretion without any limitation if CLN KK:

(i) is dissolved or liquidated, files or has filed against it a petition in bankruptcy, reorganization, dissolution or liquidation or similar action filed by or against it, is adjudicated as bankrupt, or has a receiver appointed for its business;

(ii) has all or a substantial portion of its capital stock or assets expropriated or attached by any government entity;

(iii) is unable, unwilling, or otherwise fails to perform any material obligation under the Exclusive License Agreement (including breach of its obligation of confidentiality set forth in Section 8.1 of the Exclusive License Agreement), provided such failure to perform (except as to a violation of the obligation of confidentiality, set forth in Section 8.1 of the Exclusive License Agreement, with respect to the Source Code of the Technology) is not cured within sixty (60) days of written notice thereof; or

(iv) fails to exercise or use any rights to the Technology for more than 120 days and such failure is not attributable to any Force Majeure or the action or inaction of Netcentives, and such failure is not cured within sixty (60) days of written notice thereof.

5. Netcentives hereby grants to CLN KK a non-exclusive, fully paid, royalty-free, irrevocable sub-licensable, perpetual, license to the Technology (excluding the Source Code), including without limitation the right to make, use, sell or offer to sell, distribute, transfer, publish, display, perform, improve, enhance, modify and otherwise adapt, and create derivative works based upon and otherwise fully commercialize and exploit the Technology (excluding the Source Code) in Asia, outside of Japan, or have other Persons do the same for CLN KK.

6. Netcentives hereby grants to CLN KK a non-exclusive, fully paid, royalty-free, irrevocable, sub-licensable, perpetual, license to the Technology (excluding the Source Code), including without limitation the right to make, use, sell or offer to sell, distribute, transfer, publish, display, perform, improve, enhance, modify and otherwise adapt, and create derivative works based upon and otherwise fully commercialize and exploit the Technology (excluding the Source Code) in all the world to provide services for CLN KK's Global Customers, or have other Persons do the same for CLN KK.

7. Netcentives hereby grants to CLN KK an exclusive, fully paid, royalty-free, non- sublicensable, irrevocable, perpetual license to the Source Code of the Technology, including without limitation the right to use, improve, enhance, modify and otherwise adapt, and create derivative works based upon the Source Code of the Technology for loyalty programs or have other Persons do the same for CLN KK, provided that the Source Code of the Technology remains at all times in Japan and is not transferred outside of Japan. The right and license granted under this Section 7 shall be immediately terminated in the event that CLN KK uses the Source Code of the Technology in a manner which is beyond the scope of the rights granted in this Section 7 or CLN KK breaches its obligation of confidentiality, set forth in Section 8.1 of the Exclusive License Agreement, with respect to the Source Code of the Technology.

8. If Netcentives does not file for a national patent application in Japan based upon either of the PCT Applications, at least forty-five (45) days prior to the last day for filing such national patent application in Japan, or fails to prosecute such national application, then CLN KK shall have the right, but not the obligation, to file for and/or prosecute a national patent application, on Netcentives' behalf and at CLN KK's expense, in Japan based upon such PCT Application. Such right is personal to CLN KK and CLN KK may not sub-license such right to any other Person. Netcentives shall provide CLN KK with written notice of whether Netcentives has filed a national patent application in Japan based upon the PCT Applications, at least forty-five (45) days prior to the last day for filing such national application in Japan based upon the PCT Application. Netcentives shall also provide CLN KK with written notice of Netcentives' failure to prosecute a national application in Japan based upon either of the PCT Applications, at least forty-five (45) days prior to the abandonment of such national application. CLN KK shall also have the right, but not the obligation, to pay, on Netcentives' behalf, any and all maintenance fees necessary to keep in full force and effect for the maximum period permissible under Japanese law any patents based upon the PCT Applications issued in Japan.

9. CLN KK shall have the right to initiate and pursue judicial, administrative, or other proceedings to enforce its exclusive rights granted hereunder against any other Person, in CLN KK's own name where permissible under

applicable law and in the name of Netcentives or with joinder of Netcentives where required by applicable law. Netcentives agrees to provide any assistance reasonably requested by CLN KK, at CLN KK's expense. CLN KK shall have the right to receive and retain any recoveries resulting from such proceedings.

10. Definitions:

The term "Enhancements" means any improvements, enhancements, and modifications to or derivative works based upon the Technology as it exists as of the Effective Date, made by or for CLN KK after the Effective Date. Enhancements are subject to Netcentives and any other Person's ownership in the underlying Technology and all Intellectual Property Rights in the Technology.

The term "Intellectual Property Rights" means copyrights, patent rights, trade secret rights, mask work rights, Moral Rights, and all other intellectual property rights or other proprietary rights of any kind, with the exception of any trademark rights.

The term "Moral Rights" means all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," "chosakusha-jinkaku-ken" or the like.

The term "PCT Applications" means PCT Application Number PCT/US00/22099 and PCT Application Number US/00/31893 collectively; and "PCT Application" means either PCT Application Number PCT/US00/22099 or PCT Application Number US/00/31893 individually.

The term "Person" means any individual, corporation, partnership, joint venture, or other legal or commercial entity.

The term "Source Code" means the underlying set of computer instructions and related programmer documentation and notes that comprise a software program, that are readable by human beings when displayed on a monitor or printed on paper, regardless of media on which the program is stored, and which (other than programmer documentation and notes) must be translated by a process generally known as compiling or assembling into object code before the software program can be executed by a computer.

The term "Technology" means the Netcentives Custom Loyalty System including, without limitation: (a) the computer code in object code and Source Code forms and the documentation therefor as in use as of the Effective Date listed on Exhibit A; and (b) all Intellectual Property Rights therein.

Netcentives, Inc

By: Joshua A. May

Title: J.P., General Counsel

Date: September 14, 2001

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(ii) has all or a substantial portion of its capital stock or assets expropriated or attached by any government entity;

(iii) is unable, unwilling, or otherwise fails to perform any material obligation under the Exclusive License Agreement (including breach of its obligation of confidentiality set forth in Section 8.1 of the Exclusive License Agreement), provided such failure to perform (except as to a violation of the obligation of confidentiality, set forth in Section 8.1 of the Exclusive License Agreement, with respect to the Source Code of the Technology) is not cured within sixty (60) days of written notice thereof; or

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Netcentives, Inc

By: *David A. Mayer*

Title: *V.P., General Counsel*

Date: *September 14, 2001*