

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Scott Grimes	06/15/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cardlytics, Inc.
<b>Street Address:</b>	621 North Avenue NE
<b>Internal Address:</b>	Suite C-30
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30308
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12486131
Application Number:	12486140
Application Number:	12486146
Application Number:	12486167
Application Number:	12486204
PCT Number:	US0947652
<b>CORRESPONDENCE DATA</b>	
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<b>Correspondent Name:</b>	Daniel E. Sineway
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OP \$240.00 12486131

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**PATENT**  
**REEL: 022869 FRAME: 0512**

ATTORNEY DOCKET NUMBER:	21745-68600/DES
NAME OF SUBMITTER:	Daniel E. Sineway
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

**Attorney Docket No. 21745-68600****QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS**

WHEREAS, I

**Scott Grimes**, residing at 820 Dekalb Avenue, Unit 21, Atlanta, Georgia 30307, a US citizen,

(hereinafter, referred to as "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to the listed patent applications entitled:

**"System and Methods for Delivering Targeted Marketing Offers to Consumers Via a an Online Portal";**

Serial Number: 12/486,131 Filed on: June 17, 2009

**"Offer Placement System and Methods for Targeted Marketing Offer Delivery System";**

Serial Number: 12/486,140 Filed on: June 17, 2009

**"Offer Management System and Methods for Targeted Marketing Offer Delivery System";**

Serial Number: 12/486,146 Filed on: June 17, 2009

**"System and Methods for Offer Realization and Redemption in a Targeted Marketing Offer Delivery System";**

Serial Number: 12/486,167 Filed on: June 17, 2009

**"System and Methods for Merging or Injecting Targeting Marketing Offers with a Transaction Display of an Online Portal"; and**

Serial Number: 12/486,204 Filed on: June 17, 2009

**"System and Methods for Delivering Targeted Marketing Offers to Consumers Via a an Online Portal".**

PCT Serial Number: PCT/US09/47652 Filed on: June 17, 2009

(hereinafter "Applications") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said applications identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment).

WHEREAS,

**CARDLYTICS, INC. (A DELAWARE CORPORATION)**  
621 NORTH AVENUE NE  
SUITE C-30  
ATLANTA, GEORGIA 30308

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Applications, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

**Attorney Docket No. 21745-68600**

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Applications;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor warrants and represents that the Assignor is not aware of any information that is material to patentability of the invention, namely, any information that, alone or in combination with other information, establishes on its face the unpatentability of the Invention or is inconsistent with arguments of patentability made to the U.S. Patent & Trademark Office. Material information may include devices, products, publications, and so forth, that are similar to the present invention, and/or any public disclosure, commercial use, or offer for sale more than one year prior to the filing date of the present application.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

**[Signature Page Follows]**

**Attorney Docket No. 21745-68600**

This the 15<sup>th</sup> day of June, 2009.

  
\_\_\_\_\_  
Scott Grimes

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #1 Name (print)

\_\_\_\_\_  
Witness #2 Name (print)

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Witness #1 Address Line 1

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Witness #2 Address Line 1

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Witness #1 Address Line 2

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Witness #2 Address Line 2