PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:			CHANGE OF NAME				
CONVEYING PARTY DATA							
Ν			Name Execution Date				
MotivationNet, LLC				04/06/2004			
RECEIVING PARTY DATA							
Name:	MyPoints.com Inc.						
Street Address:	188 Embarcadero						
City:	San Francisco						
State/Country:	CALIFORNIA						
Postal Code:	94105						
PROPERTY NUMBERS Total: 1							
Property Type			Number				
Patent Number: 804		80462					
CORRESPONDENCE DATA							
Fax Number: 3124740448							
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.							
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ATTORNEY DOCKET NUMBER:			29142/10000D				
NAME OF SUBMITTER:			Janis Wilson				
Total Attachments: 2 source=10000 asn#page1.tif source=10000 asn#page2.tif							

Atty. Docket No.: 29142/10000

ASSIGNMENT

Serial No: 09/080,946

Filed: May 19, 1998

Title:

DEMOGRAPHIC INFORMATION GATHERING AND INCENTIVE AWARDS SYSTEM AND METHODS

For Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MotivationNet, LLC, a California corporation, (hereinafter "assignor"), hereby assigns to MyPoints.com, Inc., a California corporation with offices at 188 Embarcadero, San Francisco, CA 94105, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the invention disclosed in the above-identified application for Letters Patent of the United States, and in said application and any and all other applications, both United States and foreign, which the assignor may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The assignor hereby authorizes recordation of this assignment and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The assignor represents and warrants itself to be the owner of the interest herein assigned and to have the right to make this assignment and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the assignor hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the assignor further agrees upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the assignor with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the assignor hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the assignor if this assignment and sale had not been made.

PATENT REEL: 029758 FRAME: 0966

WITNESS my hand on this	day of, 2004.			
	m			
	Steven Rasher General Counsel			
ACKNOWLEDGED on this	day of, 2004, by			
MyPoints.com, Inc.				
AM				
	Steven Rasher			
	General Counsel			

State of <u>Illinois</u> } } SS County of <u>Cook</u> }

On this $\frac{1}{16} \frac{1}{10}$ day of $\frac{A_{pc}}{10}$, 2004 before me, a Notary Public in and for the County and State aforesaid, appeared Steven Rasher, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

(long () (THOMAS D. CAMPUZANO Notary Public. State of Illinois My Commission Expires 5/3/05 My Commission Expires: 5/3/05

RECORDED: 02/05/2013