

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
COUPONS.COM INCORPORATED	09/30/2013

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1300 SW FIFTH AVENUE
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97201

PROPERTY NUMBERS Total: 63

Property Type	Number
Patent Number:	7640240
Patent Number:	7734621
Patent Number:	8165078
Patent Number:	7962931
Patent Number:	5907830
Patent Number:	8055642
Patent Number:	8234269
Patent Number:	8000496
Patent Number:	8224803
Patent Number:	7076444
Application Number:	11527856
Application Number:	12465634
Application Number:	11372243
Application Number:	11134048
Application Number:	12110208

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Application Number:	11763428
Application Number:	12274348
Application Number:	10328300
Application Number:	12427711
Application Number:	12603485
Application Number:	12016165
Application Number:	12016160
Application Number:	12638856
Application Number:	12821095
Application Number:	12771940
Application Number:	12821096
Application Number:	12878231
Application Number:	12896206
Application Number:	13043238
Application Number:	12968031
Application Number:	13010667
Application Number:	13100219
Application Number:	13113014
Application Number:	13110834
Application Number:	13244783
Application Number:	13233557
Application Number:	13345551
Application Number:	13277152
Application Number:	13287696
Application Number:	13425062
Application Number:	13540339
Application Number:	13240958
Application Number:	13244817
Application Number:	13412472
Application Number:	13412479
Application Number:	13332317
Application Number:	13612848
Application Number:	13632988
Application Number:	13944158
Application Number:	13944537

	13944543
Application Number:	13944549
Application Number:	13944558
Application Number:	09665790
Application Number:	13588777
Application Number:	61788009
Application Number:	13831716
Application Number:	13831735
Application Number:	13944564
Application Number:	13944276
Application Number:	13944486
Application Number:	13944502
Application Number:	13944514

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: MORGAN, LEWIS & BOCKIUS LLP
Address Line 1: 1111 PENNSYLVANIA AVENUE, NW
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438-0482
NAME OF SUBMITTER:	JENNIFER C. EVANS
Signature:	/jce/
Date:	10/04/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 29

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of September 30, 2013, is made by and between Coupons.com Incorporated, a Delaware corporation (the "Company"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and Company's Affiliates.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by this Agreement, the Credit Agreement or law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in the Collateral. This Agreement grants only the Security

Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Company represents, warrants, and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks (other than Patents and Trademarks that are no longer useful or necessary in Company's business and which are immaterial in value) against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent commercially reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (other than Patents and Trademarks that are no longer useful or necessary in Company's business and which are immaterial in value), nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under

any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate immediately and without further action by Company or Wells Fargo upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Reserved.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, terminated or discharged only explicitly in a writing signed by Wells Fargo, and amended only explicitly in a writing signed by Wells Fargo and Company. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; ARBITRATION.

(a) CHOICE OF LAW. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING UNDER THIS AGREEMENT OR RELATED TO THIS AGREEMENT AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(b) VENUE. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE TRIED AND LITIGATED IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER

PROPERTY MAY BE BROUGHT, AT WELLS FARGO'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE WELLS FARGO ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH PARTY TO THIS AGREEMENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).

(c) JURY TRIAL WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH, A "CLAIM"). EACH PARTY TO THIS AGREEMENT REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) LIMITATION ON DAMAGES. NO CLAIM MAY BE MADE BY THE COMPANY AGAINST WELLS FARGO, OR ANY AFFILIATE OF WELLS FARGO OR ANY DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith, AND THE COMPANY HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(e) ARBITRATION. THE PARTIES HERETO AGREE, UPON DEMAND BY ANY PARTY, WHETHER MADE BEFORE THE INSTITUTION OF A JUDICIAL PROCEEDING OR NOT MORE THAN 60 DAYS AFTER SERVICE OF A COMPLAINT, THIRD PARTY COMPLAINT, CROSS-CLAIM, COUNTERCLAIM OR ANY ANSWER THERETO OR ANY AMENDMENT TO ANY OF THE ABOVE TO SUBMIT TO BINDING ARBITRATION ALL CLAIMS, DISPUTES AND CONTROVERSIES BETWEEN OR AMONG THEM (AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, AND OTHER AGENTS), WHETHER IN TORT, CONTRACT OR OTHERWISE ARISING OUT OF OR RELATING TO IN ANY WAY THIS AGREEMENT, AND THE NEGOTIATION,

EXECUTION, ADMINISTRATION, REPAYMENT, MODIFICATION, EXTENSION, SUBSTITUTION, FORMATION, INDUCEMENT, ENFORCEMENT, DEFAULT OR TERMINATION OF THIS AGREEMENT.

(f) GOVERNING RULES. ANY ARBITRATION PROCEEDING WILL (I) PROCEED IN A LOCATION IN LOS ANGELES COUNTY, CALIFORNIA SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”); (II) BE GOVERNED BY THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE); AND (III) BE CONDUCTED BY THE AAA, OR SUCH OTHER ADMINISTRATOR AS THE PARTIES SHALL MUTUALLY AGREE UPON, IN ACCORDANCE WITH THE AAA’S COMMERCIAL DISPUTE RESOLUTION PROCEDURES, UNLESS THE CLAIM OR COUNTERCLAIM IS AT LEAST \$1,000,000.00 EXCLUSIVE OF CLAIMED INTEREST, ARBITRATION FEES AND COSTS IN WHICH CASE THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AAA’S OPTIONAL PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES (THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES OR THE OPTIONAL PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES TO BE REFERRED TO HEREIN, AS APPLICABLE, AS THE “RULES”). IF THERE IS ANY INCONSISTENCY BETWEEN THE TERMS HEREOF AND THE RULES, THE TERMS AND PROCEDURES SET FORTH HEREIN SHALL CONTROL. ANY PARTY WHO FAILS OR REFUSES TO SUBMIT TO ARBITRATION FOLLOWING A DEMAND BY ANY OTHER PARTY SHALL BEAR ALL COSTS AND EXPENSES INCURRED BY SUCH OTHER PARTY IN COMPELLING ARBITRATION OF ANY DISPUTE. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO BE A WAIVER BY ANY PARTY THAT IS A BANK OF THE PROTECTIONS AFFORDED TO IT UNDER 12 U.S.C. §91 OR ANY SIMILAR APPLICABLE STATE LAW.

(g) NO WAIVER OF PROVISIONAL REMEDIES, SELF-HELP AND FORECLOSURE. THE ARBITRATION REQUIREMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING TO (I) FORECLOSE AGAINST REAL OR PERSONAL PROPERTY COLLATERAL; (II) EXERCISE SELF-HELP REMEDIES RELATING TO COLLATERAL OR PROCEEDS OF COLLATERAL SUCH AS SETOFF OR REPOSSESSION; OR (III) OBTAIN PROVISIONAL OR ANCILLARY REMEDIES SUCH AS REPLEVIN, WRIT OF POSSESSION, INJUNCTIVE RELIEF, ATTACHMENT, GARNISHMENT OR THE APPOINTMENT OF A RECEIVER. THIS EXCLUSION DOES NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF ANY PARTY TO SUBMIT ANY DISPUTE TO ARBITRATION OR REFERENCE HEREUNDER, INCLUDING THOSE ARISING FROM THE EXERCISE OF THE ACTIONS DETAILED IN SECTIONS (I), (II) AND (III) OF THIS PARAGRAPH.

(h) ARBITRATOR QUALIFICATIONS AND POWERS. ANY ARBITRATION PROCEEDING IN WHICH THE AMOUNT IN CONTROVERSY IS \$5,000,000.00 OR LESS WILL BE DECIDED BY A SINGLE ARBITRATOR

SELECTED ACCORDING TO THE RULES, AND WHO SHALL NOT RENDER AN AWARD OF GREATER THAN \$5,000,000.00. ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000.00 SHALL BE DECIDED BY MAJORITY VOTE OF A PANEL OF THREE ARBITRATORS; PROVIDED HOWEVER, THAT ALL THREE ARBITRATORS MUST ACTIVELY PARTICIPATE IN ALL HEARINGS AND DELIBERATIONS, EXCEPT THAT A SINGLE ARBITRATOR MAY DECIDE PRE-HEARING DISCOVERY DISPUTES. THE ARBITRATOR(S) WILL BE A NEUTRAL ATTORNEY LICENSED IN THE STATE OF CALIFORNIA OR A NEUTRAL RETIRED JUDGE OF THE STATE OR FEDERAL JUDICIARY OF CALIFORNIA, IN EITHER CASE WITH A MINIMUM OF TEN YEARS EXPERIENCE IN THE SUBSTANTIVE LAW APPLICABLE TO THE SUBJECT MATTER OF THE DISPUTE TO BE ARBITRATED. THE ARBITRATOR(S) WILL DETERMINE WHETHER OR NOT AN ISSUE IS ARBITRATABLE AND WILL GIVE EFFECT TO THE STATUTES OF LIMITATION OR REPOSE IN DETERMINING ANY CLAIM. IN ANY ARBITRATION PROCEEDING THE ARBITRATOR(S) WILL DECIDE (BY DOCUMENTS ONLY OR WITH A HEARING AT THE ARBITRATOR'S DISCRETION) ANY PRE-HEARING MOTIONS WHICH ARE SIMILAR TO MOTIONS TO DISMISS FOR FAILURE TO STATE A CLAIM OR MOTIONS FOR SUMMARY ADJUDICATION. THE ARBITRATOR(S) SHALL RESOLVE ALL DISPUTES IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA AND MAY GRANT ANY REMEDY OR RELIEF THAT A COURT OF SUCH STATE COULD ORDER OR GRANT WITHIN THE SCOPE HEREOF AND SUCH ANCILLARY RELIEF AS IS NECESSARY TO MAKE EFFECTIVE ANY AWARD. THE ARBITRATOR(S) SHALL ALSO HAVE THE POWER TO AWARD RECOVERY OF ALL COSTS AND FEES, TO IMPOSE SANCTIONS AND TO TAKE SUCH OTHER ACTION AS THE ARBITRATOR(S) DEEMS NECESSARY TO THE SAME EXTENT A JUDGE COULD PURSUANT TO THE FEDERAL RULES OF CIVIL PROCEDURE, THE CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF OR PURSUIT OF A PROVISIONAL OR ANCILLARY REMEDY SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CONTROVERSY OR CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS SUCH ACTION FOR JUDICIAL RELIEF.

(i) DISCOVERY. IN ANY ARBITRATION PROCEEDING, DISCOVERY WILL BE PERMITTED IN ACCORDANCE WITH THE RULES. ALL DISCOVERY SHALL BE EXPRESSLY LIMITED TO MATTERS DIRECTLY RELEVANT TO THE DISPUTE BEING ARBITRATED AND MUST BE COMPLETED NO LATER THAN 20 DAYS BEFORE THE HEARING DATE. ANY REQUESTS FOR AN EXTENSION OF THE DISCOVERY PERIODS, OR ANY DISCOVERY DISPUTES, WILL BE SUBJECT TO FINAL DETERMINATION BY THE ARBITRATOR(S) UPON A SHOWING THAT THE REQUEST FOR DISCOVERY IS ESSENTIAL FOR THE

PARTY'S PRESENTATION AND THAT NO ALTERNATIVE MEANS FOR OBTAINING INFORMATION IS AVAILABLE.

(j) CLASS PROCEEDINGS AND CONSOLIDATIONS. NO PARTY HERETO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, EXCEPT PARTIES WHO HAVE EXECUTED THIS AGREEMENT, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(k) PAYMENT OF ARBITRATION COSTS AND FEES. THE ARBITRATOR(S) SHALL AWARD ALL COSTS AND EXPENSES OF THE ARBITRATION PROCEEDING.

(l) REAL PROPERTY COLLATERAL; JUDICIAL REFERENCE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DISPUTE SHALL BE SUBMITTED TO ARBITRATION IF THE DISPUTE CONCERNS INDEBTEDNESS SECURED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY ANY REAL PROPERTY UNLESS (I) THE HOLDER OF THE MORTGAGE, LIEN OR SECURITY INTEREST SPECIFICALLY ELECTS IN WRITING TO PROCEED WITH THE ARBITRATION, OR (II) ALL PARTIES TO THE ARBITRATION WAIVE ANY RIGHTS OR BENEFITS THAT MIGHT ACCRUE TO THEM BY VIRTUE OF THE SINGLE ACTION RULE STATUTE OF CALIFORNIA, THEREBY AGREEING THAT ALL INDEBTEDNESS AND OBLIGATIONS OF THE PARTIES, AND ALL MORTGAGES, LIENS AND SECURITY INTERESTS SECURING SUCH INDEBTEDNESS AND OBLIGATIONS, SHALL REMAIN FULLY VALID AND ENFORCEABLE. IF ANY SUCH DISPUTE IS NOT SUBMITTED TO ARBITRATION, THE DISPUTE SHALL BE REFERRED TO A REFEREE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 ET SEQ., AND THIS GENERAL REFERENCE AGREEMENT IS INTENDED TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH SAID SECTION 638. A REFEREE WITH THE QUALIFICATIONS REQUIRED HEREIN FOR ARBITRATORS SHALL BE SELECTED PURSUANT TO THE AAA'S SELECTION PROCEDURES. JUDGMENT UPON THE DECISION RENDERED BY A REFEREE SHALL BE ENTERED IN THE COURT IN WHICH SUCH PROCEEDING WAS COMMENCED IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 644 AND 645.

(m) MISCELLANEOUS. TO THE MAXIMUM EXTENT PRACTICABLE, THE AAA, THE ARBITRATOR(S) AND THE PARTIES SHALL TAKE ALL ACTION REQUIRED TO CONCLUDE ANY ARBITRATION PROCEEDING WITHIN 180 DAYS OF THE FILING OF THE DISPUTE WITH THE AAA. NO ARBITRATOR(S) OR OTHER PARTY TO AN ARBITRATION PROCEEDING MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS THEREOF, EXCEPT FOR DISCLOSURES


OF INFORMATION BY A PARTY REQUIRED IN THE CONNECTION WITH FINANCIAL REPORTING IN THE ORDINARY COURSE OF ITS BUSINESS OR BY APPLICABLE LAW OR REGULATION. IF MORE THAN ONE AGREEMENT FOR ARBITRATION BY OR BETWEEN THE PARTIES POTENTIALLY APPLIES TO A DISPUTE, THE ARBITRATION PROVISION MOST DIRECTLY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THE DISPUTE SHALL CONTROL. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION, AMENDMENT OR EXPIRATION OF THIS AGREEMENT OR ANY RELATIONSHIP BETWEEN THE PARTIES.

(n) WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT DELIVERED IN CONNECTION HERewith, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

[signature on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Coupons.com Incorporated
400 Logue Avenue
Mountain View, CA 94043
Attn: Richard Hornstein

COUPONS.COM INCORPORATED
By: 
Print Name: Steven R. Boal
Title: President and Chief Executive Officer

Wells Fargo Bank, National Association
1300 SW Fifth Avenue
Portland, Oregon 97201
Attn: Relationship Manager -Coupons.com

WELLS FARGO BANK, NATIONAL ASSOCIATION
By: _____
Print Name: Wai Y. Cheng
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

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Portland, Oregon 97201
Attn: Relationship Manager -Coupons.com


WELLS FARGO BANK, NATIONAL
ASSOCIATION
By:  _____
Print Name: Wai Y. Cheng
Title: Authorized Signatory

EXHIBIT A

Owned Patents

Patent	Status	Patent Number	Issue Date
System And Method For Augmenting Content In Electronic Documents With Links To Contextually Relevant Information	Patent - Issued	7,640,240 B2	12/29/2009
Searching A Database Including Prioritizing Results Based On Historical Data	Patent - Issued	7,734,621 B2	6/8/2010
System And Method For Augmenting Content In Electronic Documents With Links To Contextually Relevant Information	Patent - Issued	2006294868	6/16/2011
System And Method For Controlling Use Of A Network Resource	Patent - Issued	8,165,078 B2	4/24/2012
System And Method For Controlling Use Of A Network Resource	Patent - Issued	2008249235	7/26/2012
System And Method For Controlling Use Of A Network Resource	Patent - Issued	2,644,904	3/20/2012
Method And System For Integrating Television Brand Advertising With Promotional Marketing	Patent - Issued	7,962,931 B2	6/14/2011
Coupon Copy Protection	Patent - Issued	2008245542	7/19/2012
Coupon Copy Protection	Patent - Issued	2,684,094	7/3/2012
System And Method For Controlling Distribution Of Electronic Coupons	Patent - Issued	2008206204	6/14/2012
Electronic Coupon Distribution	Patent - Issued	5,907,830	5/25/1999
System And Method For Augmenting Content In Electronic Documents With Links To Contextually Relevant Information	Patent - Issued	8,055,642 B2	11/8/2011
Searching A Database Including	Patent - Issued	8,234,269 B2	7/31/2012

Prioritizing Results Based On Historical Data			
Coupon Copy Protection	Patent - Issued	8,000,496 B2	8/16/2011
System And Method For Augmenting Content In Electronic Documents With Links To Contextually Relevant Information	Patent - Issued	8,224,803 B2	7/17/2012
System And Method For Creating Coupon Offers And Barcodes	Patent - Issued	2009344884	4/4/2013
Coupon Copy Protection	Patent - Issued	2012203379	1/3/2013
Electronic Offer Management System And Method Thereof	Patent - Issued	7,076,444 B1	7/11/2006

Patent Applications

Patent	Filing Date	Status	Application Number
System And Method For Augmenting Content In Electronic Documents With Links To Contextually Relevant Information	9/26/2006	Patent - Issued	11/527,856
System And Method For Distributing Coupon Content And Transactional Advertisements	5/13/2009	App - Pending - US	12/465,634
Database Management For Managing Data Distribution	3/8/2006	App - Pending - US	11/372,243
Searching A Database Including Prioritizing Results Based On Historical Data	5/19/2005	Patent - Issued	11/134,048
Searching A Database Including Prioritizing Results Based On Historical Data	5/19/2006	App - Pending - Foreign	6760159.1
System And Method For Augmenting Content In Electronic Documents With Links To Contextually Relevant Information	9/25/2006	App - Pending - Foreign	06815291.7
Coupon Copy Protection	12/11/2008	App -	12/110,208

Patent	Filing Date	Status	Application Number
		Pending - US	
Family Code Determination Using Brand And Sub-Brand	6/14/2007	Patent - Issued	11/763,428
Family Code Determination Using Brand And Sub-Brand	6/14/2007	Patent - Issued	2007260686
Family Code Determination Using Brand And Sub-Brand	6/14/2007	App - Pending - Foreign	2,655,473
Family Code Determination Using Brand And Sub-Brand	6/14/2007	App - Pending - Foreign	07798596.8
System And Method For Distributing Coupon Content And Transactional Advertisements	5/13/2009	App - Pending - PCT	PCT/US09/43869
System And Method For Controlling Use Of A Network Resource	11/19/2008	Patent - Issued	12/274,348
System And Method For Controlling Use Of A Network Resource	11/27/2008	Patent - Issued	2008249235
System And Method For Controlling Use Of A Network Resource	11/26/2008	Patent - Issued	2,644,904
System And Method For Controlling Use Of A Network Resource	12/1/2008	App - Pending - Foreign	08170408.2
Method And System For Integrating Television Brand Advertising With Promotional Marketing	12/23/2002	Patent - Issued	10/328,300
System And Method For Creating Coupon Offers And Barcodes	4/21/2009	App - Pending - US	12/427,711
Coupon Copy Protection	4/25/2008	App - Pending - Foreign	8746977.1
Electronic Coupon Distribution System	10/21/2009	App -	12/603,485

Patent	Filing Date	Status	Application Number
		Pending - US	
System And Method For Controlling Distribution Of Electronic Coupons	1/17/2008	App - Pending - US	12/016,165
System And Method For Controlling Distribution Of Electronic Coupons	1/17/2008	App - Pending - US	12/016,160
System And Method For Controlling Distribution Of Electronic Coupons	1/17/2008	Patent - Issued	2008206204
System And Method For Controlling Distribution Of Electronic Coupons	1/17/2008	App - Pending - Foreign	2,672,294
System And Method For Controlling Distribution Of Electronic Coupons	1/17/2008	App - Pending - Foreign	08705982.0
Electronic Coupon Distribution	2/13/1996	Patent - Issued	08/600,751
System And Method For Augmenting Content In Electronic Documents With Links To Contextually Relevant Information	12/15/2009	Patent - Issued	12/638,856
Coupon Copy Protection	3/2/2010	App - Pending - Foreign	10102193.9
Controlling Coupon Printing Using A Delegated Image Client	6/22/2010	App - Pending - US	12/821,095
Searching A Database Including Prioritizing Results Based On Historical Data	4/30/2010	Patent - Issued	12/771,940
System And Method For Controlling Distribution Of Electronic Coupons	5/18/2010	App - Pending - Foreign	10104899.2

Patent	Filing Date	Status	Application Number
Controlling Coupon Printing To Multiple Types Of Clients	6/22/2010	App - Pending - US	12/821,096
Identifier-Based Coupon Redemption	9/9/2010	App - Pending - US	12/878,231
Coupon Integration With Shopping Lists	10/1/2010	App - Pending - US	12/896,206
Distributing Coupon Content And Transactional Advertisements	3/8/2011	App - Pending - US	13/043,238
Electronic Coupon Distribution System	12/14/2010	App - Pending - US	12/968,031
System And Method For Distributing Coupon Content And Transactional Advertisements	5/13/2009	App - Pending - Foreign	2009246344
System And Method For Distributing Coupon Content And Transactional Advertisements	5/13/2009	App - Pending - Foreign	2,723,808
System And Method For Distributing Coupon Content And Transactional Advertisements	5/13/2009	App - Pending - Foreign	09747527.1
System And Method For Controlling Use Of A Network Resource	11/8/2010	App - Pending - Foreign	10110419
Coupon Copy Protection	1/20/2011	Patent - Issued	13/010,667
Digital Coupon Clearinghouse	5/3/2011	App - Pending - US	13/100,219
System And Method For Distributing Coupon Content And Transactional	3/7/2011	App - Pending -	11102228.7

Patent	Filing Date	Status	Application Number
Advertisements		Foreign	
Method And System For Integrating Television Brand Advertising With Promotional Marketing	5/20/2011	App - Pending - US	13/113,014
Method And System For Identification-Based Digital Coupon Redemption	5/18/2011	App - Pending - US	13/110,834
Identifier-Based Coupon Redemption	9/26/2011	App - Pending - US	13/244,783
CHECKOUT-BASED DISTRIBUTION OF DIGITAL PROMOTIONS	9/15/2011	App - Pending - US	13/233,557
Generating A Score For A Coupon Campaign	1/6/2012	App - Allowed	13/345,551
Determining A Value For A Coupon	10/19/2011	App - Pending - US	13/277,152
Coupon Copy Protection	1/6/2012	App - Pending - Foreign	2751656
Coupons Social Networking Platform	11/2/2011	App - Pending - US	13/287,696
Unlocking Coupon Offers	3/20/2012	App - Pending - US	13/425,062
Online Contests With Social Networks	7/2/2012	App - Pending - US	13/540,339
System And Method For Augmenting Content In Electronic Documents With Links To Contextually Relevant Information	9/22/2011	Patent - Issued	13/240,958

Patent	Filing Date	Status	Application Number
System And Method For Creating Coupon Offers And Barcodes	4/21/2009	Patent - Issued	2009344884
System And Method For Creating Coupon Offers And Barcodes	4/21/2009	App - Pending - Foreign	2,758,472
System And Method For Creating Coupon Offers And Barcodes	4/21/2009	App - Pending - Foreign	09843768.4
Checkout-Based Distributed Of Digital Promotions	9/26/2011	App - Pending - US	13/244,817
Fault-Tolerant Search	3/5/2012	App - Pending - US	13/412,472
Splitting Term Lists Recognized From Speech	3/5/2012	App - Pending - US	13/412,479
Check-Out Based Distribution And Redemption Of Digital Promotions	12/20/2011	App - Pending - US	13/332,317
Identifier-Based Coupon Distribution	2/14/2012	App - Pending - US	13/396,553
Identifier-Based Coupon Distribution	2/14/2012	App - Pending - Foreign	12155425.7
Digital Coupon Clearinghouse	5/3/2012	App - Pending - Foreign	2,775,936
Digital Coupon Clearinghouse	5/3/2012	App - Pending - Foreign	12166699.4
Grocery Recommendation Engine	9/13/2012	App - Pending -	13/612,848

Patent	Filing Date	Status	Application Number
		US	
Checkout-Based Distributed Of Digital Promotions	9/17/2012	App - Pending - PCT	PCT/US12/55810
Online Contests With Social Networks	7/25/2012	App - Pending - PCT	PCT/US12/48048
Applying Mobile Digital Coupons At The Point Of Sale	10/1/2012	App - Pending - US	13/632,988
Coupons Social Networking Platform	7/25/2012	App - Pending - PCT	PCT/US12/48107
Unlocking Coupon Offers	7/25/2012	App - Pending - PCT	PCT/US12/48126
Providing Universally Redeemable Digital Offers Based On Consumer Intent Data From Multiple Engagement Means And Merchants	12/22/2012	App - Pending - USProv	61/745,566
Automatic Recommendation of Digital Offers to An Offer Provider based on Historical Transaction Data	7/17/2013	App - Pending - US	13/944,158
Selection of Digital Offers based on Current and Historical Transaction Data	7/17/2013	App - Pending - US	13/944,537
Automatic Recommendation of Digital Offers to an Offer Provider based on Historical Transaction Data and Offer Data	7/17/2013	App - Pending - US	13/944,543
Integrated Management of Targeted and Recommended Electronic Offers	7/17/2013	App - Pending - US	13/944,549
Consumer Identity Resolution based on	7/17/2013	App -	13/944,558

Patent	Filing Date	Status	Application Number
Transaction Data		Pending - US	
Applying Mobile Digital Coupons At The Point Of Sale	10/1/2012	App - Pending - PCT	PCT/US12/5 8353
Determining A Value For A Coupon	10/10/2012	App - Pending - PCT	PCT/US12/5 9553
Generating A Score For A Coupon Campaign	10/10/2012	App - Pending - PCT	PCT/US12/5 9568
Controlling Coupon Printing Using A Delegated Image Client	3/18/2011	App - Pending - Foreign	11798528.3
Electronic Offer Management System And Method Thereof	9/20/2000	Patent - Issued	09/665,790
Electronic Offer Management System And Method Thereof	8/17/2012	App - Pending - US	13/588,777
Identifier-Based Coupon Redemption	9/9/2011	App - Pending - Foreign	11824201.5
Coupon Integration With Shopping Lists	5/1/2013	App - Pending - Foreign	11829930.4
Transaction-Based Offer Distribution System	3/15/2013	App - Pending - USProv	61/788,009
Checkout-Based Distributed Of Digital Promotions	3/15/2013	App - Pending - US	13/831,716
Electronic Offer Management System And Method Thereof	3/15/2013	App - Pending - US	13/831,735

Patent	Filing Date	Status	Application Number
Systems and Methods for Recommendation of Electronic Offers	7/17/2013	App - Pending - US	13/944,564
Recommendation of Electronic Offers based on Universal Scoring Functions	7/17/2013	App - Pending - US	13/944,276
Identity Resolution for Consumers with Shared Credentials	7/17/2013	App - Pending - US	13/944,486
Generation and Management of Dynamic Electronic Offers	7/17/2013	App - Pending - US	13/944,502
Management of Electronic Offers by An Offer Distributor	7/17/2013	App - Pending - US	13/944,514

Patent Licenses

Patent	Patent Number	Licensor	License Effective
Interactive Consumer Product Promotion method and Match Game	5,571,991	Internet Coupon Solutions (ICS)	08/11/1998
Method and system for electronic distribution of product redemption coupons	6,321,208	Catalina Marketing Corp.	04/25/2005
Method and system for electronic distribution of product redemption coupons	6,336,099	Catalina Marketing Corp.	04/25/2005
System for Evaluating and Recording of Responses to Broadcast Transmissions	4,745,468	Response Reward Systems, L.C. (RSS)	11/14/2001

System for merchandising and the evaluation of responses to broadcast transmissions	4,876,592	Response Reward Systems, L.C. (RSS)	11/14/2001
System for evaluation of response to broadcast transmissions	4,926,255	Response Reward Systems, L.C. (RSS)	11/14/2001
System for evaluation and rewarding of responses and predictions	5,034,807	Response Reward Systems, L.C. (RSS)	11/14/2001
System and method for attracting shoppers to sales outlets	5,057,915	Response Reward Systems, L.C. (RSS)	11/14/2001
System and method for generating and redeeming tokens	5,128,752	Response Reward Systems, L.C. (RSS)	11/14/2001
Method for measuring the effectiveness of stimuli on decisions of shoppers	5,227,874	Response Reward Systems, L.C. (RSS)	11/14/2001
Product information storage, display, and coupon dispensing system	5,249,044	Response Reward Systems, L.C. (RSS)	11/14/2001
System and method of communication with authenticated wagering participation	5,283,734	Response Reward Systems, L.C. (RSS)	11/14/2001
Retail facility with couponing	5,368,129	Response Reward Systems, L.C. (RSS)	11/14/2001

Generation of enlarged participatory broadcast audience	5,508,731	Response Reward Systems, L.C. (RSS)	11/14/2001
System and method for playing games and rewarding successful players	5,697,844	Response Reward Systems, L.C. (RSS)	11/14/2001
System and method of communication with authenticated wagering participation	5,713,795	Response Reward Systems, L.C. (RSS)	11/14/2001
Central and remote evaluation of responses of participatory broadcast audience with automatic crediting and couponing	5,759,101	Response Reward Systems, L.C. (RSS)	11/14/2001
System and method of playing games and rewarding successful players	5,916,024	Response Reward Systems, L.C. (RSS)	11/14/2001
Family Code Determination Using Brand And Sub-Brand	7,784,702 B2	Jane Michels	1/19/2006
Family Code Determination Using Brand And Sub-Brand	2007260686	Jane Michels	1/19/2006
Family Code Determination Using Brand And Sub-Brand	2,655,473 ¹	Jane Michels	1/19/2006
Family Code Determination Using Brand And Sub-Brand	07798596.8 ²	Jane Michels	1/19/2006

¹ This is an application number because this is a patent application.

² This is an application number because this is a patent application.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

United States Trademarks:

Trademark	Status	Registration Number	Registration Date
ADBRICKS	Registered	3,383,995	2/19/2008
BRANDCASTER	Registered	4,107,587	3/6/2012
BRICKS	Registered, Section 8/15 Affidavit Filed	3,438,846	6/3/2008
BRICKS DUET	Registered	3,384,137	2/19/2008
C I Logo	Registered, Section 8/15 Affidavit Filed	3,174,186	11/21/2006
C I MOTIVATE & Design	Registered, Section 8/15 Affidavit Filed	3,180,612	12/5/2006
C I MOTIVATE & Design	Registered, Section 8/15 Affidavit Filed	3,180,633	12/5/2006
C I MOTIVATE COUPONS INC. & Design	Registered, Section 8/15 Affidavit Filed	3,356,193	12/18/2007
C I MOTIVATE COUPONS INC. & Design	Registered	3,398,474	3/18/2008

CONCORDANCE	Registered, Section 8/15 Affidavit Filed	3,173,829	11/21/2006
CONCORDANCE	Registered, Section 8/15 Affidavit Filed	3,250,814	6/12/2007
COUPONBUG	Registered, Section 8/15 Affidavit Filed	3,083,514	4/18/2006
COUPONFIT	Registered	3,647,167	6/30/2009
COUPONFIT	Registered	3,647,168	6/30/2009
COUPONS FOR CHANGE	Registered	4,224,538	10/16/12
COUPONS.COM & Color Block Design	Registered	3,597,195	3/31/2009
COUPONS.COM & Color Block Design	Registered	3,483,716	8/12/2008
COUPONSUZY.CO M	Registered	3,756,779	3/9/2010
COUPONSUZY.CO M	Registered	3,756,780	3/9/2010
DIGITAL FSI	Registered, Supplemental Register	4,092,489	1/24/2012
GROCERY IQ Logo	Registered	4,088,080	1/17/2012
GROCERYIQ	Registered	3,744,081	2/2/2010
MOTIVATE	Registered, Section 8/15 Affidavit Filed	3,334,592	11/13/2007

ONEBRICKS	Registered	3,383,996	2/19/2008
SURECASTER	Registered	3,917,576	2/8/2011
THERE'S A BETTER WAY TO SAVE	Registered	3,894,850	12/21/2010
VERI-FI & Design	Registered, Section 8/15 Affidavit Filed	3,097,059	5/30/2006
WEBBRICKS	Registered	3,384,136	2/19/2008

United States Trademark Applications:

Trademark Application	Filing Date	Status	Application Number
CARDLINK IQ	1/3/2013	Filed, Published for Opposition, Opposition Period Open	85/815,143
Click It. It Makes Cents.	1/30/2012	Filed, Office Action Received, Suspended by USPTO	85/528,572
COUPONS.COM SAVINGS CLUB (Stylized)	9/5/2011	Filed, Office Action Received, Response Due	85/415,110
KITCHME	11/28/12	Allowed	85/789,206
MYCARDIQ	8/7/2012	Filed on intent to use basis; statement of use must be filed by 10/2/13	85/697,639
RECEIPT IQ	12/5/2012	Published	85/795,606

RECEIPT IQ	5/1/2013	Filed	85/920,734
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Foreign Trademarks:

Trademark	Status	Registration Number	Country	Registration Date
GROCERY IQ	Registered	IR1021060	AU	11/10/2009
COUPONSUZY	Registered	TM824,488	CA	5/22/2012
GROCERY IQ	Registered	TMA829,171	CA	8/7/2012
VERI-FI & Design	Registered	TMA821,044	CA	3/29/2012
BRICKS	Registered	IR924281	CTM	5/18/2007
GROCERYIQ	Registered	IR1021060	CTM	11/10/2009
BRICKS	Registered	IR924281	WO	5/18/2007
GROCERYIQ	Registered	IR1021060	WO	11/10/2009

Foreign Trademark Applications

Trademark Application	Filing Date	Country	Status	Application Number
CARDLINK IQ	7/3/2013	CA	Filed	1633701
COUPONS.COM & Color Block Design	1/6/2009	CA	Filed	1423579
KITCHME	5/27/2013	CA	Filed	1628727
RECEIPT IQ	6/4/2013	CA	Filed	1629490
CARDLINK IQ	7/3/2013	CTM	Filed	11953866
RECEIPT IQ	4/16/2013	CTM	Published	11741253
ADBRICKS	3/16/2009	IN	Filed	1795897
C I MOTIVATE & Design	3/17/2009	IN	Filed	1796584
C I MOTIVATE COUPONS INC. & Design	3/17/2009	IN	Filed	1796582
COUPONFIT	1/20/2009	IN	Filed	1776314
DIGITAL SOLO	4/17/2009	IN	Filed	1808358
ONEBRICKS	3/17/2009	IN	Published	1796577
VERI-FI & Design	3/17/2009	IN	Filed	1796578

WEBBRICKS	3/16/2009	IN	Filed	1795899
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Unregistered Trademarks:

COUPONS.COM

CUSTOMERCARE CAS

CUSTOMERCARE PRINT & MAIL