

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3376421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CARDLYTICS, INC.	09/21/2012

RECEIVING PARTY DATA

Name:	GOLD HILL CAPITAL 2008, L.P.
Street Address:	1 ALMADEN BLVD. SUITE 630
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054-1191

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12486131
Application Number:	12486140
Application Number:	12486146
Application Number:	12486167
Application Number:	12486204
PCT Number:	US2009047652
Application Number:	61108332

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: DARLENA BARI STARK

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

PATENT

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F156164

NAME OF SUBMITTER: JAMES WON

SIGNATURE: /James Won/

DATE SIGNED: 06/01/2015

Total Attachments: 10

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of September 21, 2012 by and among (a)(i) **GOLD HILL CAPITAL 2008, L.P.**, a Delaware limited partnership ("**Gold Hill**") and (ii) **SILICON VALLEY BANK**, a California corporation ("**SVB**", and together with Gold Hill, each a "**Lender**" and collectively, the "**Lenders**"), and (b) **CARDLYTICS, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Lenders and Grantor dated September 21, 2012 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement, and amends, restates and otherwise supersedes in the entirety that certain Intellectual Property Security Agreement dated as of February 26, 2010, by and between Gold Hill and Grantor. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lenders, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

621 North Ave NE
Atlanta, GA 30308

Attn:

Scott Grimes

GRANTOR:

CARDLYTICS, INC.

By:

Title:


CEO

Address of Lender:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn:

LENDERS:

SILICON VALLEY BANK

By:

Title:

Address of Lender:

1 Almaden Blvd. Suite 630
San Jose, California 95113

Attn:

GOLD HILL CAPITAL 2008, L.P.

By:

Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Attn: _____

Address of Lender:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Christen Egito

Address of Lender:

1 Almaden Blvd. Suite 630
San Jose, California 95113

Attn: _____

GRANTOR:

CARDLYTICS, INC.

By: _____

Title: _____

LENDERS:

SILICON VALLEY BANK

By: Christen Egito

Title: VP

GOLD HILL CAPITAL 2008, L.P.

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CARDLYTICS, INC.

By: _____

Attn: _____

Title: _____

LENDERS:

Address of Lender:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

Title: _____

Address of Lender:

GOLD HILL CAPITAL 2008, L.P.

1 Almaden Blvd. Suite 630
San Jose, California 95113

By:  _____

Attn: Jeff Brawn _____

Title: Associate _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Offer Placement System (OPS) Source Code	Unregistered	Unregistered
Offer Management System (OMS) Source Code	Unregistered	Unregistered
Customer Service Application (CSA) Source Code	Unregistered	Unregistered

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
“System and Methods for Delivering Targeted Marketing Offers to Consumers Via an Online Portal”	U.S. Patent App. No. 12/486,131	Filed: 06/17/2009 (Priority to 10/24/2008)
“Offer Placement System and Methods for Targeted Marketing Offer Delivery System”	U.S. Patent App. No. 12/486,140	Filed: 06/17/2009 (Priority to 10/24/2008)
“Offer Management System and Methods for Targeting Marketing Offer Delivery System”	U.S. Patent App. No. 12/486,146	Filed: 06/17/2009 (Priority to 10/24/08)
“Systems and Methods for Offer Realization and Redemption in a Targeted Marketing Offer Delivery System”	U.S. Patent App. No. 12/486,167	Filed: 06/17/2009 (Priority to 10/24/2008)
“System and Methods for Merging or Injecting Targeted Marketing Offers with a Transaction Display of an Online Portal”	U.S. Patent App. No. 12/486,204	Filed: 06/17/2009 (Priority to 10/24/2008)
“System and Methods for Delivering Targeted marketing Offers to Consumers Via an Online Portal”	PCT/US2009/047652 (International Application)	Filed: 06/17/2009 (Priority to 10/24/2008) (National Stage Entered)
“System and Methods for Providing Targeted Marketing Offers to Consumers Via an Online Banking Portal”	U.S. Provisional Patent App. No. 61/108,332	Filed: 10/24/2008 (Now Expired)
“System and Methods for Delivering Targeted Marketing Offers to Consumers Via a an Online Portal”	European Patent Application EP No. 09822352.2 (designating UK and Hong Kong)	Filed: 05/24/2011 (Priority to PCT/US09/4765)
“System and Methods for Delivering Targeted Marketing Offers to Consumers Via a an Online Portal”	Canadian Patent File No. 2,741,437	Filed: 04/20/2011 (Priority to

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PCT/US09/4765)

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CARDLYTICS (word mark)	U.S. Registration No. 3,712,885	Registered 11/17/2009
TRANSACTION-DRIVEN MARKETING (word mark)	unregistered	not applied for

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A