

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6476616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HPS INVESTMENT PARTNERS, LLC	12/31/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WEBLOYALTY.COM, INC.
<b>Street Address:</b>	6 HIGH RIDGE PARK
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06905
<b>Name:</b>	AFFINION NET PATENTS INC.
<b>Street Address:</b>	6 HIGH RIDGE PARK
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06905
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7580855
Patent Number:	6009412
Patent Number:	6578012
Patent Number:	5774870
Patent Number:	8060404
Patent Number:	7856376
Patent Number:	6885995
Patent Number:	7333948
Patent Number:	7778868
Patent Number:	6973478
Patent Number:	7035828
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	

PATENT

**Email:** mpotts@paulweiss.com, cmannino@paulweiss.com,  
mmcguire@paulweiss.com  
**Correspondent Name:** MARISSA A. POTTS  
**Address Line 1:** PAUL WEISS RIFKIND WHARTON & GARRISON LLP  
**Address Line 2:** 1285 AVENUE OF THE AMERICAS  
**Address Line 4:** NEW YORK, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	019150-030
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<b>NAME OF SUBMITTER:</b>	MARISSA POTTS
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<b>SIGNATURE:</b>	/Marissa Potts/
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<b>DATE SIGNED:</b>	12/31/2020
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**Total Attachments: 5**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

### WITNESSETH:

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of December 31, 2020 (this "Termination and Release"), is made by HPS INVESTMENT PARTNERS, LLC, as administrative agent and collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent") in favor of each of the parties set forth on Schedule A hereto (collectively, the "Grantors").

**WHEREAS**, pursuant to that certain Credit Agreement dated as of May 10, 2017 by and among AFFINION GROUP HOLDINGS, INC., a Delaware corporation, AFFINION GROUP, INC., a Delaware corporation, the lenders from time to time party thereto (the "Lenders"), the Agent for the Lenders, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a Collateral Agreement dated as of May 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

**WHEREAS**, in connection with that certain Patent Security Agreement, between the Agent and Grantors (the "Patent Security Agreement"), the Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant the security interest to the Agent specifically in all the patents for which applications are registered and pending of Grantors, which are set forth on Schedule B (the "Patent Collateral");

**WHEREAS**, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on June 12, 2017, at Reel 042765 and Frame 0481 and Reel 042766 and Frame 0400,

**WHEREAS**, the Agent now desires to terminate and release the entirety of its security interest in the Patent Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent, without representation or warranty of any kind, hereby terminates, releases and discharges its security interest in the Patent Collateral and all goodwill associated therewith, and any right, title or interest of the Agent in such Patent Collateral and all goodwill associated therewith shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Patent Collateral and any goodwill associated therewith, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.


2. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in the case of the foregoing, as may be reasonable requested by the Grantor, and at the sole cost and expense of the Grantor.

3. Governing Law. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

4 . Counterparts. This Termination and Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

HPS INVESTMENT PARTNERS, LLC,  
as Agent

By:   
Name: Colbert Cannon  
Title: Managing Director

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**Grantors**

1. WEBLOYALTY.COM, INC.
2. AFFINION NET PATENTS INC.

**SCHEDULE B**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Application Number Application Date</b>	<b>Publication Number Publication Date</b>	<b>Owner</b>
Computer-implemented apparatus and method for generating a tailored promotion	2000514946 2/28/2000	7580855 8/25/2009	WEBLOYALTY.COM INC.
Fully integrated on-line interactive frequency and award redemption program	1998105227 6/25/1998	6009412 12/28/1999	AFFINION NET PATENTS INC.
Fully integrated, on-line interactive frequency and award redemption program	1999441144 11/12/1999	6578012 6/10/2003	AFFINION NET PATENTS INC.
Fully integrated, on-line interactive frequency and award redemption program	1995572017 12/14/1995	5774870 6/30/1998	AFFINION NET PATENTS INC.
Internet-based frequency and award redemption system and method	2007930519 10/31/2007	8060404 11/15/2011	AFFINION NET PATENTS INC.
Internet-based frequency and award redemption system and method	2007930516 10/31/2007	7856376 12/21/2010	AFFINION NET PATENTS INC.
Method and system for cross-marketing products and services over a distributed communication network	2003428093 5/2/2003	6885995 4/26/2005	WEBLOYALTY.COM INC.
Method and system for cross-marketing products and services over a distributed communication network	2004998810 11/30/2004	7333948 2/19/2008	WEBLOYALTY.COM INC.
System and method for determining the level of an authentication required for redeeming a customer's award credits	2008240363 9/29/2008	7778868 8/17/2010	AFFINION NET PATENTS INC.
AUTONOMOUS LOCAL ASSISTANT FOR MANAGING BUSINESS PROCESSES	09696558 10/25/2000	6973478 12/6/2005	WEBLOYALTY.COM INC.
METHOD AND SYSTEM FOR MODIFYING AND TRANSMITTING DATA BETWEEN A PORTABLE COMPUTER AND A NETWORK	10082495 2/22/2002	7035828 4/25/2006	WEBLOYALTY.COM INC.