506659061 05/12/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6705873

		NEW ASSIGNMENT							
IATURE OF CONVEY	ANCE:	SECURITY INTEREST	SECURITY INTEREST						
CONVEYING PARTY	DATA								
		Name	Execution Date						
BRIDG, INC.			05/05/2021						
RECEIVING PARTY	ΟΑΤΑ								
Name:	PACIFI	C WESTERN BANK							
Street Address:	406 BL/	ACKWELL STREET							
Internal Address:	SUITE 2	240							
City:	DURHA	M							
State/Country:	NORTH	CAROLINA							
Postal Code:	27701								
PROPERTY NUMBER	RS Total: 1								
Property Typ	e	Number							
Patent Number:		3793159							
CORRESPONDENCE									
Fax Number:		919)282-3941	nouccooful it will be cont						
Fax Number: Correspondence will	l be sent to	919)282-3941 the e-mail address first; if that is u ; if that is unsuccessful, it will be s							
Fax Number: Correspondence will	l be sent to if provided	the e-mail address first; if that is u							
Fax Number: <i>Correspondence will</i> <i>using a fax number,</i>	l be sent to if provided	the e-mail address first; if that is u ; if that is unsuccessful, it will be s							
Fax Number: <i>Correspondence will</i> <i>using a fax number,</i> Phone:	l be sent to if provided	<i>the e-mail address first; if that is u</i> ; <i>if that is unsuccessful, it will be s</i> 919-306-2508							
Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email:	l be sent to if provided :	<i>the e-mail address first; if that is u</i> <i>; if that is unsuccessful, it will be s</i> 919-306-2508 diligencereview@square1bank.com							
Fax Number: <i>Correspondence will using a fax number, 1</i> Phone: Email: Correspondent Name	l be sent to if provided e:	<i>the e-mail address first; if that is u</i> <i>; if that is unsuccessful, it will be s</i> 919-306-2508 diligencereview@square1bank.com PACIFIC WESTERN BANK							
Fax Number: <i>Correspondence will using a fax number, 1</i> Phone: Email: Correspondent Name Address Line 1:	l be sent to if provided :	<i>the e-mail address first; if that is u</i> <i>; if that is unsuccessful, it will be s</i> 919-306-2508 diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET	ent via US Mail.						
Fax Number: <i>Correspondence will using a fax number, 1</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2:	l be sent to if provided e:	<i>the e-mail address first; if that is u</i> <i>; if that is unsuccessful, it will be s</i> diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET SUITE 240	ent via US Mail.						
Fax Number: <i>Correspondence will</i> <i>using a fax number, 1</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	l be sent to if provided e:	<i>the e-mail address first; if that is u</i> <i>; if that is unsuccessful, it will be s</i> diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET SUITE 240 DURHAM, NORTH CAROLINA 2770 ⁻¹	ent via US Mail.						
Fax Number: <i>Correspondence will using a fax number, 1</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	l be sent to if provided e:	the e-mail address first; if that is u ; if that is unsuccessful, it will be so 019-306-2508 diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET SUITE 240 DURHAM, NORTH CAROLINA 2770 NICHOLAS NANCE	ent via US Mail.						
Fax Number: Correspondence will using a fax number, Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: NAME OF SUBMITTER SIGNATURE:	l be sent to if provided e:	the e-mail address first; if that is u ; if that is unsuccessful, it will be so 019-306-2508 diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET SUITE 240 DURHAM, NORTH CAROLINA 2770 NICHOLAS NANCE /NicholasNance-TKF/	ent via US Mail.						
Fax Number: <i>Correspondence will</i> <i>using a fax number, f</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 7	l be sent to if provided e:	the e-mail address first; if that is u ; if that is unsuccessful, it will be so 019-306-2508 diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET SUITE 240 DURHAM, NORTH CAROLINA 2770 NICHOLAS NANCE /NicholasNance-TKF/	ent via US Mail.						
Fax Number: <i>Correspondence will</i> <i>using a fax number</i> , Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 7 source=2021-04 IPSA-	l be sent to if provided e: R: SQ1-Bridg [the e-mail address first; if that is u ; if that is unsuccessful, it will be so 919-306-2508 diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET SUITE 240 DURHAM, NORTH CAROLINA 2770 NICHOLAS NANCE /NicholasNance-TKF/ 05/12/2021	ent via US Mail.						
Fax Number: <i>Correspondence will</i> <i>using a fax number</i> , Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 7 source=2021-04 IPSA-S source=2021-04 IPSA-S	l be sent to if provided e: a: R: SQ1-Bridg [SQ1-Bridg [the e-mail address first; if that is u ; if that is unsuccessful, it will be so 019-306-2508 diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET SUITE 240 DURHAM, NORTH CAROLINA 2770 NICHOLAS NANCE /NicholasNance-TKF/ 05/12/2021 Fully Executed 05-05-2021]#page1.tif	ent via US Mail.						
Fax Number: Correspondence will using a fax number, Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 7 source=2021-04 IPSA-S source=2021-04 IPSA-S source=2021-04 IPSA-S	l be sent to if provided e: a: R: SQ1-Bridg [SQ1-Bridg [SQ1-Bridg [SQ1-Bridg [the e-mail address first; if that is u ; if that is unsuccessful, it will be so 919-306-2508 diligencereview@square1bank.com PACIFIC WESTERN BANK 406 BLACKWELL STREET SUITE 240 DURHAM, NORTH CAROLINA 2770 NICHOLAS NANCE /NicholasNance-TKF/ 05/12/2021 Fully Executed 05-05-2021]#page1.tif Fully Executed 05-05-2021]#page2.tif	ent via US Mail.						

source=2021-04	IPSA-SQ1-Bridg [Fully Executed 05-05-2021]#page6.tif
source=2021-04	IPSA-SQ1-Bridg [Fully Executed 05-05-2021]#page7.tif

PATENT REEL: 056217 FRAME: 0038

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May <u>5</u>, 2021 by and between **BRIDG**, INC., a Delaware corporation ("<u>Grantor</u>") and **PACIFIC WESTERN BANK** ("<u>Agent</u>"), as agent for itself and for the other Lenders, pursuant to that certain Loan and Security Agreement (as amended from time to time, the "Loan Agreement") among Cardlytics, Inc. ("<u>Parent</u>"), Grantor, Pacific Western Bank, lenders from time to time party thereto (each a "Lender") and Agent.

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement.

B. Extension of credit by the Lenders pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Agent for the benefit of Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for the benefit of 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, and as defined in, the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations of Grantor to Agent and the Lenders, under the Loan Agreement and all other Obligations (as defined in the Loan Agreement), Grantor grants and pledges to Agent for the benefit of Agent and Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on <u>Exhibits A</u>, <u>B</u> and <u>C</u> hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security

> PATENT REEL: 056217 FRAME: 0039

1

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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that <u>Exhibits A</u>, <u>B</u>, and <u>C</u> attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Grantor

BRIDG, INC.

18 Name Thile

Address of Granton

11388 W. Olympic Blvd. Los Angeles, CA 90064

Agent

PACIFIC WESTERN BANK

Ś																									
																							**		
			3																		•				
		e																							

Address of Agent

406 Blackwell Street, Suite 240 Durham, NC 27701 Atin Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

X

PATENT REEL: 056217 FRAME: 0041 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:

BRIDG, INC.

Ву	 	
Name	 	
Title	 	

Address of Grantor:

11388 W. Olympic Blvd. Los Angeles, CA 90064

Agent:

PACIFIC WESTERN BANK

Brz	C Ca	and the second second	
*	Mykag	Degesiys	
Title	SVE	~ {	

Address of Agent:

406 Blackwell Street, Suite 240 Durham, NC 27701 Attn: Loan Documentation Department

[Signature Page-Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

	Registration	Registration
Description	Number	Date

None.

EXHIBIT B

PATENTS

Description	Application OR Patent Number	Registration OR Filing Date
Method and apparatus for providing cardless reward program ¹	8,793,159	July 29, 2014

¹ Owner of Record: DailyGobble, Inc. (predecessor in interest to Grantor)

EXHIBIT C

TRADEMARKS

	Serial/	
	Registration	Registration /
Description	Number	Filing Date

None.