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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RAKUTEN GROUP, INC.	09/03/2021

RECEIVING PARTY DATA

Name:	EBATES PERFORMANCE MARKETING, INC. DBA RAKUTEN REWARDS
Street Address:	800 CONCAR DR.
City:	SAN MATEO
State/Country:	CALIFORNIA
Postal Code:	94402

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6697861
Patent Number:	7962960
Patent Number:	8072968

CORRESPONDENCE DATA

Fax Number: (973)301-8410

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: 9733607900

Email: njdocket@gtlaw.com **Correspondent Name: JOSHUA HERMAN**

Address Line 1: GREENBERG TRAURIG, LLP Address Line 2: 500 CAMPUS DRIVE, SUITE 400

Address Line 4: FLORHAM PARK, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	170096.010900
NAME OF SUBMITTER:	OLGA AYALA
SIGNATURE:	/Olga Ayala/
DATE SIGNED:	09/06/2021

Total Attachments: 3

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PATENT ASSIGNMENT

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made effective as of September 1, 2021, between Rakuten Group, Inc., a Japanese company having its principal place of business at 1-14-1 Tamagawa, Setagaya-ku, Tokyo, Japan ("Assignor"), and Ebates Performance Marketing, Inc. dba Rakuten Rewards, a U.S. corporation (incorporated in the State of Delaware) having its principal place of business at 800 Concar Dr., San Mateo, CA 94402 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of U.S. Patent Nos. 8,072,968; 7,962,960 and 6,697,861 (the "Assigned Patents"); and

WHEREAS, Assignor has agreed to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of the entire right, title and interest in and to the Assigned Patents, as further described below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Assigned Patents, including (i) all rights in applications anywhere in the world claiming priority thereto, (ii) all rights to claim priority thereto, (iii) all continuations, continuations-in-part, divisionals, reissues and reexaminations and foreign equivalents thereof. (iv) all letters patent that may be granted on any of the patent applications included therein, (v) all income and payments now or hereafter due or payable with respect thereto, (vi) all causes of action in law or equity relating thereto, and (vii) all rights to sue, counterclaim and recover for past, present and future infringement of the rights assigned, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

- Upon request, Assignor further agrees to execute such further documents reasonably required by Assignee at Assignee's expense to secure and enforce the rights granted to Assignee under this Assignment.
- Assignee may record this Assignment with the United States Patent and Trademark Office ("<u>USPTO</u>") and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.
- 4. Assignor hereby authorizes and requests the Commissioner for Patents of the USPTO, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue all letters patent related to the Assigned Patents to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.
- This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 6. This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.
- 7. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Party, it being understood that each Party need not sign the same counterpart. This Assignment may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers affixing their signature or authorized seal as of the date first above written.

RAKUTEN GROUP, INC.

Seal:

Date: September 3, 202

Name: Hiroshi Mikitani

Title: Representative Director, Chairman,

President and CEO

ACCEPTED

RECORDED: 09/06/2021

EBATES PERFORMANCE MARKETING, INC. DBA RAKUTEN REWARDS

By: Unicane Power Coulson

Name: Adrienne Down Coulson Title: Chief Operating Officer