

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELUXE ENTERPRISE OPERATIONS, LLC		12/31/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	INTRIDE LOYALTY, LLC		
Street Address:	2561 TERRITORIAL ROAD		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55114		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3269253	REWARDS CASH	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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>			
Phone:	8168428600		
Email:	trademark.mpl@stinson.com		
Correspondent Name:	STINSON LLP		
Address Line 1:	50 SOUTH 6TH STREET, STE 2600		
Address Line 2:	CYNTHIA MAUST, PARALEGAL		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	3001153.0044		
NAME OF SUBMITTER:	CYNTHIA MAUST		
SIGNATURE:	/CYNTHIA MAUST/		
DATE SIGNED:	03/08/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

EFFECTIVE DATE: December 31, 2020

THIS TRADEMARK ASSIGNMENT (“Assignment”) is entered into by and between Deluxe Enterprise Operations, LLC, a limited liability company organized under the laws of Minnesota and having an office and place of business at 3680 Victoria Street N, Shoreview MN 55126 (“Assignor”) and Intrade Loyalty, LLC, a limited liability company organized under the laws of Delaware and having an office and place of business at 2561 Territorial Road, St. Paul MN 55114 (“Assignee”) (collectively the “Parties”).

BACKGROUND

- A. As of the Effective Date, Assignor, Assignee and Augeo Affinity Marketing, Inc., have entered into that certain Asset Purchase Agreement (the “Purchase Agreement”), which provides for, among other things, Assignor to sell, transfer, assign, convey and deliver to the Assignee, free and clear of all Encumbrances, other than Permitted Encumbrances, the Purchased Assets, in exchange for the consideration described in the Purchase Agreement.
- A. In connection with the transactions contemplated by the Purchase Agreement, Assignor desires to sell, transfer and assign to Assignee, and Assignor wishes to acquire and accept, any and all of Assignee’s right, title, and interest in and to the trademarks used or held for use in the Deluxe Rewards Business set forth on the attached Exhibit A (the “Mark”).
- B. The execution and delivery of this Trademark Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Assignment of Mark. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby acquires and accepts, any and all of Assignor’s right, title, and interest in and to the Mark, including all rights of priority, together with any and all goodwill of the business symbolized by said Mark, and all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from infringement of the Mark.

Section 2. Inconsistent or Conflicting Provisions. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of Assignor and Assignee set forth in the Agreement, nor shall this Assignment expand or enlarge any remedies under the Agreement. This Assignment is only intended to effect the transfer of the Mark and shall be governed entirely in accordance with the terms and conditions of the Agreement.

Section 3. Authorization to Register Assignment. Assignor authorizes the Commissioner for Trademarks and any other government officials to record and register this Assignment upon request by Assignee.

Section 4. Further Assurances. At any time and from time to time hereafter, at Assignee’s reasonable request, Assignor shall take any and all steps and shall execute, acknowledge and deliver to Assignee any and all future instruments and assurances necessary or reasonably requested in order to more fully carry out the purposes hereof.

Section 5. Governing Law. This Assignment, the legal relations between the parties and any

proceeding, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of laws doctrines.


Section 6. Counterparts; Electronic Delivery. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Assignment may be delivered by scanned .pdf image and shall be deemed valid as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Trademark Assignment has been executed effective as of the Effective Date.

ASSIGNOR:

DELUXE ENTERPRISE OPERATIONS, LLC


By: Jeffrey L. Cotter
Its: Secretary

ASSIGNEE:

INTRIDE LOYALTY, LLC

By: Daniel S. Kristal
Its: Secretary

IN WITNESS WHEREOF, the Trademark Assignment has been executed effective as of the Effective Date.

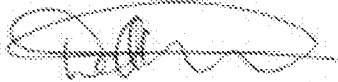
ASSIGNOR:

DELUXE ENTERPRISE OPERATIONS, LLC

By:
Its:

ASSIGNEE:

INTRIDE LOYALTY, LLC



By: Daniel S. Kristal
Its: Secretary

SCHEDULE A

Mark	Int'l Class(es)	U.S. Registration No.
REWARDS CASH	16, 35, 39, 43	3269253

20306696v2

4843-9978-8234\2

RECORDED: 03/08/2021

**TRADEMARK
REEL: 007214 FRAME: 0685**