

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448196

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ebates Inc.		10/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rakuten, Inc.		
<b>Street Address:</b>	1-14-1 Tamagawa, Setagaya-ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	158-0094		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5286965	RAKUTEN CARD LINKED OFFER NETWORK	
<b>Serial Number:</b>	86839959	RCLON	
<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>			
<b>Phone:</b>	7042456515		
<b>Email:</b>	bdavis@vlplawgroup.com		
<b>Correspondent Name:</b>	Brian M. Davis		
<b>Address Line 1:</b>	5960 Fairview Rd; Suite 400		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28210		
<b>NAME OF SUBMITTER:</b>	Brian M. Davis		
<b>SIGNATURE:</b>	/Brian M. Davis/		
<b>DATE SIGNED:</b>	10/23/2017		
<b>Total Attachments: 1</b>			
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OP \$65.00 5286965

**ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, Ebates Inc., a Delaware corporation (hereinafter referred to as "ASSIGNOR") is the owner of the RCLON and RAKUTEN CARD LINKED OFFER NETWORK marks in the United States, including all common law rights and associated goodwill (the "Marks"), US Reg. No. 5,286,965 directed to the RAKUTEN CARD LINKED OFFER NETWORK mark and US Application Serial No. 86/839,959 directed to the RCLON mark (hereafter, the "Registrations").

WHEREAS, Rakuten, Inc., a Japanese corporation (hereafter referred to as "ASSIGNEE") is acquiring all rights ASSIGNOR has to the Marks (including any goodwill) and the Registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns, transfers and sells, unto ASSIGNEE, its legal representatives and assigns, all of ASSIGNOR'S worldwide right, title, interest, associated goodwill, and all rights of action against third parties ASSIGNOR has or may have in the future in and to the Marks, including, without limitation, the Registrations, and all trademark and service mark rights, trade dress rights and any and all other related intellectual property rights in the Marks, which interests and rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment, and sale not been made.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has caused this Assignment of Intellectual Property rights to be executed effective as of the 10/17/2017 | 14:32:57 day of October, 2017.

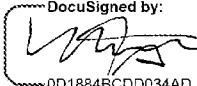
ASSIGNOR:

EBATES INC.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  


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Mia H. Chiu

General Counsel