

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Catalina Marketing Procurement, LLC		10/01/2007	LIMITED LIABILITY COMPANY:
Catalina Health Resource, LLC		10/01/2007	LIMITED LIABILITY COMPANY:
Catalina Marketing Worldwide, LLC		10/01/2007	LIMITED LIABILITY COMPANY:
Catalina-Pacific Media, LLC		10/01/2007	LIMITED LIABILITY COMPANY:
CMJ Investments LLC		10/01/2007	LIMITED LIABILITY COMPANY:
Checkout Holding Corp.		10/01/2007	CORPORATION:
Checkout Acquisition Corp.		10/01/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated
Street Address:	One Pierrepont Plaza, 7th Floor
Internal Address:	300 Cadman Plaza West
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1454173	CHECKOUT COUPON
Registration Number:	1630288	CHECKOUT COUPON
Registration Number:	1630024	CHECKOUT COUPON
Registration Number:	1679620	QUICK CASH
Registration Number:	1989427	CHECKOUT PRIZES INSTANT GAME

900089396

TRADEMARK
REEL: 003640 FRAME: 0285

CH \$1590.00 1454173

Registration Number:	1979593	CHECKOUT REBATE
Registration Number:	1981109	PAY FOR PERFORMANCE
Registration Number:	2004234	CHECKOUT MESSAGE
Registration Number:	2051998	INTEGRATED PRICE LABEL
Registration Number:	2161630	CHECKOUT COUPON
Registration Number:	2235203	CHECKOUT RX
Registration Number:	2232893	HEALTH RESOURCE
Registration Number:	2277189	VALUPAGE
Registration Number:	2295020	WEB BUCK
Registration Number:	2258808	WEB BUCKS
Registration Number:	2499282	DIRECT PHARMACEUTICAL MARKETING NETWORK
Registration Number:	2447342	CATALINA MARKETING UNIVERSITY
Registration Number:	2513714	VALUPAGE-MAIL
Registration Number:	2413513	WEB BUCKS
Registration Number:	2477190	HEALTH RESOURCE
Registration Number:	2491916	COMPLIANCE DIRECT
Registration Number:	2565787	
Registration Number:	2606388	CATALINA MARKETING
Registration Number:	2423130	
Registration Number:	2679432	WEB BUCKS
Registration Number:	2516472	BAR
Registration Number:	2557836	PRESCRIPTION ACTIVATED RESEARCH
Registration Number:	2606455	BUYER ACTIVATED RESEARCH
Registration Number:	2461395	CATALINA MARKETING NETWORK
Registration Number:	2624986	PHARMAWARE
Registration Number:	2515580	CATALINA MARKETING LOYALTY SERVICES
Registration Number:	2604923	BAR RX
Registration Number:	2649406	BEHAVIOR ACTIVATED RESEARCH
Registration Number:	2778625	PHARM AWARE
Registration Number:	2664875	NUTRIENT NEWS
Registration Number:	2603238	BRAND AWARENESS COUNTERMAT
Registration Number:	2644817	LOYALTY QUOTIENT
Registration Number:	2921959	
Registration Number:	2839579	
Registration Number:	2905335	CHECKOUT SMART REWARDS

Registration Number:	2900641	CAREBRIEF
Registration Number:	2860092	CATALINA MARKETING
Registration Number:	2802484	CHECKOUT DIRECT
Registration Number:	3003710	CATALINA CATEGORY MARKETING
Registration Number:	3108784	SIMPLY SMART MARKETING
Registration Number:	3124848	EMPOWER MY HEALTH
Serial Number:	78733205	PATIENTLINKIQ
Serial Number:	78777343	CATALINA CONNECTIONS
Serial Number:	78777350	CATALINA CONNECTIONS
Serial Number:	78777375	CATALINA CONNECTIONS
Serial Number:	78777392	CONNECT WHERE IT COUNTS
Serial Number:	78931469	CATALINA PRODUCT ALERT
Serial Number:	78951973	CHECKOUT PRIZES INSTANT WIN GAME
Serial Number:	78963967	LOYALTY QUOTIENT
Serial Number:	78350051	CATALINA MARKETING
Serial Number:	78521772	PATIENT LINK
Serial Number:	78532228	PATIENTLINK
Serial Number:	78556609	PATIENTLINK CONSUMER HEALTH MEDIA
Serial Number:	78931470	PERIMETER CONNECTIONS
Serial Number:	77125687	RXCONX
Serial Number:	77234897	CHECKOUT CASH
Serial Number:	78957228	CHECKOUTLINK
Serial Number:	78931467	CHECKOUT PRIZES

CORRESPONDENCE DATA

Fax Number: (650)838-5136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 838-3754
 Email: emily.priest@shearman.com
 Correspondent Name: Christy Lai
 Address Line 1: Shearman & Sterling LLP
 Address Line 2: 1080 Marsh Rd.
 Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35613-00008 TM SA
NAME OF SUBMITTER:	Christy Lai
Signature:	/christy lai/

TRADEMARK

REEL: 003640 FRAME: 0287

Date:

10/15/2007

Total Attachments: 15

source=Executed Catalina IPSA#page1.tif
source=Executed Catalina IPSA#page2.tif
source=Executed Catalina IPSA#page3.tif
source=Executed Catalina IPSA#page4.tif
source=Executed Catalina IPSA#page5.tif
source=Executed Catalina IPSA#page6.tif
source=Executed Catalina IPSA#page7.tif
source=Executed Catalina IPSA#page8.tif
source=Executed Catalina IPSA#page9.tif
source=Executed Catalina IPSA#page10.tif
source=Executed Catalina IPSA#page11.tif
source=Executed Catalina IPSA#page12.tif
source=Executed Catalina IPSA#page13.tif
source=Executed Catalina IPSA#page14.tif
source=Executed Catalina IPSA#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “IP Security Agreement”), dated as of October 1, 2007, among the Persons listed on the signature pages hereof (collectively, the “Grantors”), and MORGAN STANLEY & CO. INCORPORATED, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of October 1, 2007 (the “Security Agreement”), among CHECKOUT HOLDING CORP., a Delaware corporation (“Holdings”), CHECKOUT ACQUISITION CORP., a Delaware corporation (which on the Closing Date shall be merged with and into Catalina Marketing Corporation, a Delaware corporation, with Catalina Marketing Corporation surviving such merger as the borrower, the “Borrower”), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(d) of the Security Agreement, each Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a first priority security interest (subject to any Permitted Liens) in all of such Grantor’s right, title and interest in and to the United States Trademark registrations set forth in Schedule A hereto, the United States Patent registrations and applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and

any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tiff”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit Agreement.

SECTION 9. Expenses. Subject to Section 13.5 of the Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

CATALINA MARKETING
PROCUREMENT, LLC


CATALINA HEALTH RESOURCE, LLC

CATALINA MARKETING
WORLDWIDE, LLC

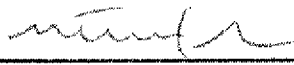
CATALINA-PACIFIC MEDIA, L.L.C.

CMJ INVESTMENTS L.L.C.


as Grantors

By: 
Name: Rick P. Frier
Title: Vice President

CHECKOUT HOLDING CORP.
as Grantor

By: 
Name:
Title:

CHECKOUT ACQUISITION CORP.
as Grantor

By: 
Name:
Title:

MORGAN STANLEY & CO. INCORPORATED,
as Collateral Agent

By: 

Name: **Henry F. D'Alessandro**
Title: **Managing Director**
Morgan Stanley & Co. Incorporated

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
1.	Catalina Marketing Corporation	CHECKOUT COUPON	Registered	6/2/1986	73/602641	8/25/1987	1,454,173
2.	Catalina Marketing Corporation	CHECKOUT COUPON	Registered	3/15/1990	74/038597	1/1/1991	1,630,288
3.	Catalina Marketing Corporation	CHECKOUT COUPON (with barcode after word coupon)	Registered	3/15/1990	74/038596	1/1/1991	1,630,024
4.	Catalina Marketing Corporation	QUICK CASH	Registered	4/2/1991	74/153879	3/17/1992	1,679,620
5.	Catalina Marketing Corporation	CHECKOUT PRIZES INSTANT GAME (full sunburst design with vertical lines and bar code)	Registered	3/28/1994	74/506091	7/30/1996	1,989,427
6.	Catalina Marketing Corporation	CHECKOUT REBATE	Registered	6/2/1995	74/683780	6/11/1996	1,979,593
7.	Catalina Marketing Corporation	PAY FOR PERFORMANCE	Registered	7/14/1995	74/700921	6/18/1996	1,981,109
8.	Catalina Marketing Corporation	CHECKOUT MESSAGE	Registered	8/23/1995	74/719257	10/1/1996	2,004,234
9.	Catalina Marketing Corporation ²³	INTEGRATED PRICE LABEL	Registered	8/23/1995	74/719325	4/15/1997	2,051,998
10.	Catalina Marketing Corporation	CHECKOUT COUPON	Registered	2/11/1997	75/240913	6/2/1998	2,161,630
11.	Catalina Marketing Corporation	CHECKOUT RX	Registered	6/9/1997	75/305451	3/23/1999	2,235,203
12.	Catalina Marketing Corporation	HEALTH RESOURCE (Words Only)	Registered	6/10/1997	75/305906	3/16/1999	2,232,893
13.	Catalina Marketing Corporation	VALUPAGE	Registered	9/30/1997	75/365373	9/14/1999	2,277,189

²³ Catalina Marketing Corporation did not file the 10-year renewal documentation that was due for this mark on 4/15/07, intending to abandon this mark.

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
14.	Catalina Marketing Corporation	WEB BUCK	Registered	11/3/1997	75/383777	11/30/1999	2,295,020
15.	Catalina Marketing Corporation	WEB BUCKS	Registered	11/3/1997	75/383778	7/6/1999	2,258,808
16.	Catalina Marketing Corporation	DIRECT PHARMACEUTICAL MARKETING NETWORK	Registered	2/18/1998	75/436030	10/23/2001	2,499,282
17.	Catalina Marketing Corporation ²⁴	CATALINA MARKETING UNIVERSITY (words only)	Registered	10/14/1998	75/571311	5/1/2001	2,447,342
18.	Catalina Marketing Corporation	ValuPage-mail	Registered	11/5/1998	75/583577	12/4/2001	2,513,714
19.	Catalina Marketing Corporation	WEB BUCKS	Registered	11/18/1998	75/591519	12/19/2000	2,413,513
20.	Catalina Marketing Corporation	HEALTH RESOURCE	Registered	7/1/1999	75/741961	8/14/2001	2,477,190
21.	Catalina Marketing Corporation	COMPLIANCE DIRECT	Registered	10/8/1999	75/819372	9/25/2001	2,491,916
22.	Catalina Marketing Corporation	Design: Engaging Consumers Icons	Registered	10/13/1999	75/822673	4/30/2002	2,565,787
23.	Catalina Marketing Corporation	CATALINA MARKETING	Registered	11/2/1999	75/837816	8/13/2002	2,606,388
24.	Catalina Marketing Corporation ²⁵	DESIGN ONLY	Registered	11/2/1999	75/838049	1/23/2001	2,423,130
25.	Catalina Marketing Corporation	WEB BUCKS	Registered	1/3/2000	75/883918	1/28/2003	2,679,432
26.	Catalina Marketing Corporation	BAR	Registered	2/2/2000	75/908301	12/11/2001	2,516,472
27.	Catalina Marketing Corporation	PRESCRIPTION ACTIVATED RESEARCH	Registered	2/2/2000	75/908311	4/9/2002	2,557,836
28.	Catalina Marketing Corporation	BUYER ACTIVATED RESEARCH	Registered	2/2/2000	75/908324	8/13/2002	2,606,455

²⁴ Catalina Marketing Corporation did not file the Section 8&15 affidavits due on 5/1/07, intending to abandon this mark.

²⁵ Catalina Marketing Corporation did not file the Section 8&15 affidavits due for this mark on 1/23/07, intending to abandon this mark.

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
29.	Catalina Marketing Corporation	CATALINA MARKETING NETWORK	Registered	3/14/2000	75/943162	6/19/2001	2,461,395
30.	Catalina Marketing Corporation	PHARMAWARE and Design	Registered	9/21/2000	78/026983	9/24/2002	2,624,986
31.	Catalina Marketing Corporation	CATALINA MARKETING LOYALTY SERVICES	Registered	1/10/2001	78/042491	12/4/2001	2,515,580
32.	Catalina Marketing Corporation	BAR RX	Registered	2/1/2001	78/045997	8/6/2002	2,604,923
33.	Catalina Marketing Corporation	BEHAVIOR ACTIVATED RESEARCH	Registered	2/1/2001	78/045996	11/12/2002	2,649,406
34.	Catalina Marketing Corporation	PHARMAWARE and Design	Registered	3/29/2001	78/055703	10/28/2003	2,778,625
35.	Catalina Marketing Corporation	NUTRIENT NEWS	Registered	4/2/2001	78/056214	12/17/2002	2,664,875
36.	Catalina Marketing Corporation	BRAND AWARENESS COUNTERMAT	Registered	4/2/2001	78/056253	7/30/2002	2,603,238
37.	Catalina Marketing Corporation	LOYALTY QUOTIENT	Registered	10/9/2001	76/323262	10/29/2002	2,644,817
38.	Catalina Marketing Corporation	Design: Coupon (Sideband design)	Registered	9/13/2002	76/450846	2/1/2005	2,921,959
39.	Catalina Marketing Corporation	Design: Coupon	Registered	9/13/2003	76/451090	5/11/2004	2,839,579
40.	Catalina Marketing Corporation	CHECKOUT SMART REWARDS	Registered	1/30/2002	78/105722	11/23/2004	2,905,335
41.	Catalina Marketing Corporation	CAREBRIEF	Registered	9/19/2002	78/165920	11/2/2004	2,900,641
42.	Catalina Marketing Corporation	Catalina Marketing & Design -Equilateral triangle with three dolphins superimposed on top of the triangle	Registered	1/27/2003	78/207443	7/6/2004	2,860,092
43.	Catalina Marketing Corporation	CHECKOUT DIRECT (words only)	Registered	2/13/2003	78/214312	1/6/2004	2,802,484

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
44.	Catalina Marketing Corporation	CATALINA CATEGORY MARKETING	Registered	1/26/2004	78/357603	10/4/2005	3,003,710
45.	Catalina Marketing Corporation	SIMPLY SMART MARKETING	Registered	11/11/2004	78/515389	6/27/2006	3,108,784
46.	Catalina Marketing Corporation	EMPOWER MY HEALTH	Registered	2/17/2005	78/569825	8/1/2006	3,124,848
47.	Catalina Marketing Corporation	CHECKOUTLINK	Registered	08/22/2006	78/957228	5/15/2007	3,242,521
48.	Catalina Marketing Corporation	CHECKOUT PRIZES	Registered	07/18/2006	78/931467	08/27/2007	3,286,304
49.	Catalina Marketing Corporation	PatientLinkIQ	Pending	10/14/2005	78/733205		
50.	Catalina Marketing Corporation	CATALINA CONNECTIONS	Pending	12/20/2005	78/777343		
51.	Catalina Marketing Corporation	CATALINA CONNECTIONS	Pending	12/20/2005	78/777350		
52.	Catalina Marketing Corporation ²⁶	CATALINA CONNECTIONS	Pending	12/20/2005	78/777375		
53.	Catalina Marketing Corporation	CONNECT WHERE IT COUNTS	Pending	12/20/2005	78/777392		
54.	Catalina Marketing Corporation	CATALINA PRODUCT ALERT	Pending	7/18/2006	78/931469		
55.	Catalina Marketing Corporation	CHECKOUT PRIZES INSTANT WIN GAME & design	Pending	8/15/2006	78/951973		
56.	Catalina Marketing Corporation	LOYALTY QUOTIENT (Principal Register)	Pending	8/30/2006	78/963967		
57.	Catalina Marketing Corporation	Catalina Marketing & Design (Equilateral triangle with three dolphins superimposed on top of the triangle)	Pending	1/9/2004	78/350051		
58.	Catalina Marketing Corporation	PATIENT LINK	Pending	11/23/2004	78/521772		

²⁶ Catalina Marketing Corporation did not file the Statement of Use that was due for this mark on 5/12/07, intending to abandon the mark in this class.

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
59.	Catalina Marketing Corporation	PATIENTLINK	Pending	12/14/2004	78/532228		
60.	Catalina Marketing Corporation	PATIENTLINK CONSUMER HEALTH MEDIA and design	Pending	1/31/2005	78/556609		
61.	Catalina Marketing Corporation	PERIMETER CONNECTIONS	Pending	7/18/2006	78/931470		
62.	Catalina Marketing Corporation	RXCONX	Pending	3/07/2007	77/125687		
63.	Catalina Marketing Corporation	CHECKOUT CASH	Pending	7/20/2007	77/234,897		

* Catalina Marketing International, Inc. merged into Catalina Marketing Corporation on April 1, 2006.

SCHEDULE B TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS

U.S. Issued Patents

Item No.	Registered Owner/Grantor	Date of Filing	Application No.	Date of Issuance	Registration No.
1.	Catalina Marketing Corporation	9/20/1989	07/410,101	4/16/1991	5,007,641
2.	Catalina Marketing Corporation	1/4/1991	07/637,484	1/14/1992	5,080,364
3.	Catalina Marketing Corporation	5/19/1992	07/886,385	4/6/1993	5,201,010
4.	Catalina Marketing Corporation	5/19/1992	07/885,649	8/17/1993	5,237,620
5.	Catalina Marketing Corporation	5/19/1992	07/886,382	4/19/1994	5,305,196
6.	Catalina Marketing Corporation	2/10/1993	08/016,991	7/5/1994	5,327,508
7.	Catalina Marketing Corporation	9/17/1992	07/947,285	10/4/1994	5,353,218
8.	Catalina Marketing Corporation	1/4/1994	08/177,690	2/7/1995	5,388,165
9.	Catalina Marketing Corporation	11/9/1994	08/336,880	7/4/1995	5,430,644
10.	Catalina Marketing Corporation	3/30/1994	08/221,622	9/5/1995	5,448,471
11.	Catalina Marketing Corporation	12/8/1995	08/569,318	12/31/1996	5,588,649
12.	Catalina Marketing Corporation	9/8/1994	08/303,631	1/7/1997	5,592,560
13.	Catalina Marketing Corporation	5/17/1993	07/063,413	4/15/1997	5,621,812
14.	Catalina Marketing Corporation	2/28/1994	08/178,056	6/10/1997	5,638,457
15.	Catalina Marketing Corporation	6/1/1995	08/458,172	6/24/1997	5,642,485
16.	Catalina Marketing Corporation	1/4/1994	08/178,052	7/1/1997	5,644,723
17.	Catalina Marketing Corporation	6/1/1995	08/457,299	7/15/1997	5,649,114
18.	Catalina Marketing Corporation	4/27/1995	08/429,938	8/19/1997	5,659,469
19.	Catalina Marketing Corporation	9/6/1994	08/302,521	10/7/1997	5,675,662
20.	Catalina Marketing Corporation	6/1/1995	08/457,300	11/11/1997	5,687,322
21.	Catalina Marketing Corporation	10/3/1994	08/316,909	10/13/1998	5,822,735
22.	Catalina Marketing Corporation	4/3/1995	08/417,064	11/3/1998	5,832,457

Item No.	Registered Owner/Grantor	Date of Filing	Application No.	Date of Issuance	Registration No.
23.	Catalina Marketing Corporation	8/11/1995	08/514,467	1/5/1999	5,857,175
24.	Catalina Marketing Corporation and Kirk W. Beach	6/14/1996	08/663,680	4/6/1999	5,892,827
25.	Catalina Marketing Corporation	4/14/1998	09/059,371	6/22/1999	5,915,007
26.	Catalina Marketing Corporation	10/17/1997	08/953,646	7/20/1999	5,926,795
27.	Catalina Marketing Corporation	3/26/1996	08/622,685	10/19/1999	5,970,469
28.	Catalina Marketing Corporation	8/29/1997	08/924,029	10/26/1999	5,974,399
29.	Catalina Marketing Corporation	8/4/1997	08/905,501	1/11/2000	6,014,634
30.	Catalina Marketing Corporation	8/27/1997	08/920,355	2/15/2000	6,026,370
31.	Catalina Marketing Corporation	12/23/1998	09/220,414	3/21/2000	6,041,309
32.	Catalina Marketing Corporation	1/7/1999	09/226,174	4/25/2000	6,055,573
33.	Catalina Marketing Corporation	1/7/1999	09/226,209	5/23/2000	6,067,524
34.	Catalina Marketing Corporation	9/25/1998	09/160,748	6/13/2000	6,076,069
35.	Catalina Marketing Corporation	9/12/1996	08/713,205	6/13/2000	6,076,068
36.	Catalina Marketing Corporation	5/12/1999	09/310,382	2/6/2001	6,185,541
37.	Catalina Marketing Corporation	12/12/1996	08/764,139	5/29/2001	6,240,394
38.	Catalina Marketing Corporation	3/25/1998	09/047,220	7/17/2001	6,260,758
39.	Catalina Marketing Corporation	12/18/1998	09/215,226	8/21/2001	6,278,979
40.	Catalina Marketing Corporation	6/1/1999	09/323,538	8/28/2001	6,282,516
41.	Catalina Marketing Corporation	12/23/1999	09/472,069	10/2/2001	6,298,330
42.	Catalina Marketing Corporation	2/23/2000	09/511,485	10/16/2001	6,304,849
43.	Catalina Marketing Corporation	7/18/1997	08/896,840	10/23/2001	6,307,958
44.	Catalina Marketing Corporation	9/12/2000	09/659,333	11/20/2001	6,321,210
45.	Catalina Marketing Corporation	10/21/1996	08/734,675	12/25/2001	6,334,108
46.	Catalina Marketing Corporation	8/22/1996	08/701,456	2/26/2002	6,351,735
47.	Catalina Marketing Corporation	3/12/1997	08/815,756	4/23/2002	6,377,935

Item No.	Registered Owner/Grantor	Date of Filing	Application No.	Date of Issuance	Registration No.
48.	Catalina Marketing Corporation	3/12/1997	08/820,020	7/23/2002	6,424,949
49.	Catalina Marketing Corporation	12/12/2000	08/978,856	11/19/2002	6,484,146
50.	Catalina Marketing Corporation	6/18/2001	09/437,059	6/24/2003	6,584,448
51.	Catalina Marketing Corporation	8/4/2000	09/632,810	1/27/2004	6,684,195
52.	Catalina Marketing Corporation	4/18/2001	09/146,199	9/21/2004	6,795,809
53.	Catalina Marketing Corporation	11/21/2000	09/716,404	4/26/2005	6,885,994
54.	Catalina Marketing Corporation	12/21/1999	09/468,698	10/11/2005	6,954,732
55.	Catalina Marketing Corporation	7/18/2000	09/619,134	4/4/2006	7,024,374
56.	Catalina Marketing Corporation	3/21/2001	09/286,304	6/6/2006	7,058,591
57.	Catalina Marketing Corporation	6/14/2001	09/452,678	6/5/2007	7,228,285
58.	Catalina Marketing Corporation	12/23/2004	11/019,217	6/19/2007	7,233,913

U.S. Pending Patent Applications

Item No.	Registered Owner/Grantor	Date of Filing	Application No.
1.	Catalina Marketing Corporation	8/13/1999	09/373,625
2.	Catalina Marketing Corporation	9/23/1999	09/401,198
3.	Catalina Marketing Corporation	9/23/1999	09/401,939
4.	Catalina Marketing Corporation	10/1/1999	09/410,086
5.	Catalina Marketing Corporation	3/16/2000	09/526,535
6.	Catalina Marketing Corporation	6/19/2000	09/595,677
7.	Catalina Marketing Corporation	12/7/2000	09/730,592
8.	Catalina Marketing Corporation	1/10/2001	09/756,787
9.	Catalina Marketing Corporation	1/10/2001	09/756,788
10.	Catalina Marketing Corporation	2/6/2001	09/776,714
11.	Catalina Marketing Corporation	3/2/2001	08/873,974
12.	Catalina Marketing Corporation	4/4/2001	09/505,632
13.	Catalina Marketing Corporation	4/6/2001	09/826,814
14.	Catalina Marketing Corporation	4/9/2001	09/828,122
15.	Catalina Marketing Corporation ²⁷	6/5/2001	09/873,185
16.	Catalina Marketing Corporation	6/29/2001	09/893,775

²⁷ A final rejection was mailed as to this application on 4/17/2007, with a statutory period for reply of 3 months from the mailing date, noting that extensions of time might be available under 37 CFR § 1.136(a) but that a timely reply could not be filed after six months from the mailing date. Catalina Marketing Corporation has not filed a reply and states that this relates to a product that the company no longer does.

Item No.	Registered Owner/Grantor	Date of Filing	Application No.
17.	Catalina Marketing Corporation	9/6/2001	08/935,116
18.	Catalina Marketing Corporation	11/15/2001	09/998,941
19.	Catalina Marketing Corporation	2/8/2002	10/067,869
20.	Catalina Marketing Corporation	9/3/2002	10/297,914
21.	Catalina Marketing Corporation	10/8/2002	09/478,351
22.	Catalina Marketing Corporation	6/26/2003	10/451,845
23.	Catalina Marketing Corporation	6/7/2004	10/497,852
24.	Catalina Marketing Corporation	6/14/2004	10/498,003
25.	Catalina Marketing Corporation	7/13/2004	10/501,141
26.	Catalina Marketing Corporation	10/27/2004	10/973,456
27.	Catalina Marketing Corporation	4/11/2005	10/530,878
28.	Catalina Marketing Corporation	5/27/2005	11/138,412
29.	Catalina Marketing Corporation	6/16/2005	11/153,377
30.	Catalina Marketing Corporation	9/27/2005	11/235,083
31.	Catalina Marketing Corporation	12/8/2005	10/559,937
32.	Catalina Marketing Corporation	1/23/2006	10/565,498
33.	Catalina Marketing Corporation	3/3/2006	11/366,397
34.	Catalina Marketing Corporation	4/28/2006	11/412,903
35.	Catalina Marketing Corporation	6/16/2006	11/454,013
36.	Catalina Marketing Corporation	7/7/2006	11/481,789
37.	Catalina Marketing Corporation	7/7/2006	11/481,984
38.	Catalina Marketing Corporation	7/18/2006	11/488,126
39.	Catalina Marketing Corporation	10/3/2006	11/538,181
40.	Catalina Marketing Corporation	10/30/2006	11/554,095
41.	Catalina Marketing Corporation	10/31/2006	11/554,663
42.	Catalina Marketing Corporation	11/20/2006	11/561,721
43.	Catalina Marketing Corporation	2/20/2007	11/573,987
44.	Catalina Marketing Corporation	3/1/2007	11/680,938
45.	Catalina Marketing Corporation	5/14/2007	11/748,239
46.	Catalina Marketing Corporation	6/12/2007	11/761,813
47.	Catalina Marketing Corporation	6/12/2007	60/943,432
48.	Catalina Marketing Corporation	7/31/2007	11/831,584

SCHEDULE C TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES COPYRIGHT REGISTRATIONS

Registered Owner/Grantor	Title	Registration Date	Registration Number
Catalina Marketing Corporation	Coupon Solution	1987-08-10	# TXu000297177
Catalina Marketing International, Inc.* ²⁸	Checkout Direct	1994-03-08	# VA0000632343

* Catalina Marketing International, Inc. merged into Catalina Marketing Corporation on April 1, 2006.

²⁸ Please note that a name change, to Catalina Marketing Corporation, for the copyright claimant on this copyright has been filed with the U.S. Register of Copyrights.