

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Invenda Corporation		04/16/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	CATALINA MARKETING CORPORATION
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	75726124	MAESTRO
Registration Number:	2373242	E-CENTIVES
Registration Number:	2708262	E-CENTIVES
Registration Number:	3318883	MAESTRO
Registration Number:	2651135	PROMOCAST
Registration Number:	2614006	PROMOMAIL
Registration Number:	2608915	PROMOMAIL EVENT
Registration Number:	2608916	PROMOMAIL SPOTLIGHT

**CORRESPONDENCE DATA**

Fax Number: (703)415-0013  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: bmargulies@neifeld.com  
 Correspondent Name: Bruce T. Margulies  
 Address Line 1: 4813-B Eisenhower Ave.  
 Address Line 4: Alexandria, VIRGINIA 22304

OP \$215.00 75726124

**TRADEMARK**

**900160176**

**REEL: 004189 FRAME: 0855**

ATTORNEY DOCKET NUMBER:	CATA0001
NAME OF SUBMITTER:	Bruce T.Margulies
Signature:	/BTM/
Date:	04/21/2010

**Total Attachments: 15**

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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of April 16, 2010, by and among the Acquiror (as defined below), Catalina Digital Holdings, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Acquiror ("Subsidiary Acquiror"), and the Company (as defined below), is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 26, 2010 (the "Purchase Agreement"), by and between Catalina Marketing Corporation, a Delaware corporation (the "Acquiror"), and Invenda Corporation, a Delaware corporation (the "Company"). Capitalized terms which are used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

BACKGROUND

**WHEREAS**, pursuant to the Purchase Agreement the Company has agreed to sell, transfer and assign, and the Acquiror has agreed to purchase and assume, the Purchased Assets and the Assumed Liabilities, respectively;

**WHEREAS**, pursuant to Section 11.5 of the Purchase Agreement, the Acquiror has the right, in its sole discretion, to assign in whole or in part the Purchase Agreement and its rights and obligations thereunder to any of its Affiliates; and

**WHEREAS**, pursuant to the Assignment and Assumption Agreement, dated as of April 16, 2010 (the "Assignment Agreement"), between Acquiror and Subsidiary Acquiror, the Company assigned and transferred its rights and obligations to acquire and assume certain Purchased Assets to Subsidiary Acquiror.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Acquiror and the Company hereby covenant and agree as follows:

BILL OF SALE

Section 1.01 Bill of Sale. Pursuant to Section 2.1(a) of the Purchase Agreement and on the terms and subject to the conditions of the Purchase Agreement and the Assignment Agreement, the Company does hereby sell, convey, assign, transfer and deliver to (a) the Acquiror all of the Company's right, title and interest of every kind and nature (whether owned, licensed or leased, and including indirect or other forms of beneficial ownership) as of the Closing in, to and under the Transferred Registered Intellectual Property and the Lease Assignment and (b) the Subsidiary Acquiror all of the Company's right, title and interest of every kind and nature (whether owned, licensed or leased, and including indirect or other forms of beneficial ownership) as of the Closing in, to and under the Purchased Assets (other than those Purchased Assets described in Section 1.01(a) hereof), in each case free and clear of all Liens other than Permitted Liens. Each of the Subsidiary Acquiror and the Acquiror acknowledges and agrees that the Company will retain and not transfer, and neither the Subsidiary Acquiror nor the Acquiror will purchase or acquire, the Excluded Assets. From time to time, as and when reasonably requested by either the Acquiror Subsidiary or the Acquiror, the Company shall

execute and deliver, or cause to be executed and delivered, all such documents and instruments (in recordable form, if appropriate under the circumstances) and shall reasonably cooperate with the Acquiror Subsidiary or the Acquiror to take, or cause to be taken, such further actions as the Acquiror Subsidiary or the Acquiror or their respective successors and permitted assigns may reasonably deem necessary or desirable to more effectively effectuate the provisions and purposes of this Agreement.

### ASSIGNMENT AND ASSUMPTION

Section 2.01 Assignment and Assumption. Pursuant to Section 2.1(c) of the Purchase Agreement and on the terms and subject to the conditions of the Purchase Agreement, the Subsidiary Acquiror hereby assumes and agrees to satisfy, perform, pay and discharge in full when due the Assumed Liabilities; provided, however, that pursuant to Section 11.5 of the Purchase Agreement such assumption shall not relieve the Acquiror of its obligations under the Purchase Agreement. Each of the Subsidiary Acquiror and the Acquiror acknowledges and agrees that the Company will retain and not transfer, and neither the Subsidiary Acquiror nor the Acquiror will assume or agree to satisfy, perform and discharge any of the Excluded Liabilities.

### MISCELLANEOUS

Section 3.01 Amendment. This Agreement may not be amended, supplemented or modified except by an instrument in writing signed by the parties hereto or their respective successors and assigns.

Section 3.02 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that this Agreement shall not be assigned or transferred by operation of Law or otherwise without the prior written consent of the other party.

Section 3.03 Purchase Agreement Controlling. This Agreement is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. This Agreement is made without representation or warranty (including without any implied warranties of merchantability, fitness for intended use or fitness for a particular use), except as and to the extent provided in the Purchase Agreement. To the extent that any provisions of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties of the Company or the Acquiror contained in the Purchase Agreement.

Section 3.04 Counterparts. The parties may execute this Agreement in two or more counterparts (none of which needs to contain the signatures of all parties), and via facsimile, each of which shall be deemed be an original and all of which together will constitute one and the same instrument.

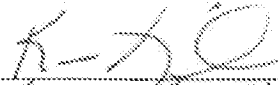
Section 3.05 Governing Law; Jurisdiction. Section 11.10 of the Purchase Agreement is incorporated herein by reference, *mutatis mutandis*.

Section 3.06 WAIVER OF A JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LEGAL ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING THE NEGOTIATION, EXECUTION AND PERFORMANCE HEREOF), ANY OTHER TRANSACTION AGREEMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION AGREEMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.06.

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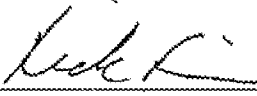
IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be duly executed as of the day and year first written above.

**INVENDA CORPORATION**

By:   
Name: Kamran Najati  
Title: Chairman & CEO

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

CATALINA MARKETING CORPORATION

By: 

Name: Rick P. Frier

Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

CATALINA DIGITAL HOLDINGS, LLC

By:  \_\_\_\_\_

Name: Justin Summer

Title: Manager, Vice President and Assistant  
Secretary

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]



This ASSET PURCHASE AGREEMENT, dated March 26, 2010 (this "Agreement"), is made between Invenda Corporation, a Delaware corporation (the "Company"), and Catalina Marketing Corporation, a Delaware corporation (the "Acquiror").

#### BACKGROUND:

WHEREAS, the Company is presently engaged in the Business;

WHEREAS, the Company wishes to sell to the Acquiror, and the Acquiror wishes to purchase from the Company, certain of the assets of the Company, in each case, upon the terms and subject to the conditions set forth in this Agreement. In addition, the Acquiror wishes to assume, and the Company wishes to have the Acquiror assume, certain Liabilities of the Company, in each case upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, concurrently herewith, certain stockholders of the Company have executed and delivered written consents in the form attached hereto as Exhibit A adopting this Agreement and approving the transactions contemplated hereby (the "Stockholder Consents").

NOW, THEREFORE, in consideration for the premises and mutual covenants, representations, warranties and agreements hereinafter set forth, the parties to this Agreement agree as follows:

#### ARTICLE I

#### DEFINITIONS

SECTION 1.1 Certain Defined Terms. As used herein the following terms not otherwise defined have the following respective meanings:

"Action" means any civil, criminal or administrative litigation, claim, action, suit, arbitration, hearing, investigation or other similar proceeding by or before any Governmental Entity.

"Affiliate" means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person. Notwithstanding the foregoing, (i) the Acquiror and its Affiliates shall not be deemed to be Affiliates of any portfolio company in which Hellman & Friedman Capital Partners VI, L.P., Hellman & Friedman LLC or any of their respective investment fund Affiliates have made a debt or equity investment (or vice versa) and (ii) the Company and its Affiliates shall not be deemed to be Affiliates of any portfolio company in which Peter Friedli or any of his investment fund Affiliates have made a debt or equity investment (or vice versa), provided that Kamran Amjadi is not an investor in, consultant to or employee of such portfolio company.

"Affiliate Deals" means any coupon originated and sourced by a third party and displayed on the ConsumerReview Business sites.

“Transition Services Agreement” means the Transition Services Agreement between the Company and the Acquiror in the form attached hereto as Exhibit H.

## ARTICLE II

### PURCHASE AND SALE

#### SECTION 2.1 Purchase and Sale of Assets.

(a) Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Company shall sell, convey, assign, transfer and deliver, to the Acquiror, and the Acquiror shall purchase, acquire and accept from the Company, all of the Company’s right, title and interest of every kind and nature (whether owned, licensed or leased, and including indirect or other forms of beneficial ownership), in each case free and clear of all Liens other than Permitted Liens, in, to and under all of the assets, properties, leases, rights, interests, Contracts and claims Related to the Business as the same shall exist immediately prior to the Closing, whether tangible or intangible, real, personal or mixed, wherever located and by whomever possessed and whatever kind and nature, whether or not reflected on the books and records of the Company (in each case other than the Excluded Assets) (collectively, the “Purchased Assets”), including the following Purchased Assets:

- (i) the Lease Assignment;
- (ii) the Contracts identified on Section 2.1(a)(ii) of the Disclosure Schedule and each Contract Related to the Business that the Company enters into in compliance with Section 5.1 after the date hereof (collectively, the “Assumed Contracts”);
- (iii) subject to Section 2.9, all accounts, notes and other receivables (including unbilled receivables) (“Receivables”) arising out of the licensing or sale by the Company of goods, services or products or Intellectual Property of the Business arising after the Closing;
- (iv) the right to receive and retain mail and other communications (other than those related to Excluded Assets or Excluded Liabilities);
- (v) all rights (including rights of recovery, rights of set off and rights of recoupment), claims, credits, defenses, causes of action (including counterclaims) and all other rights to bring any Action at law or in equity or to the extent arising out of or related to any Purchased Asset or any Assumed Liability, including any such items arising under warranties, guarantees, indemnities, offsets and all other rights or claims and similar rights in favor of the Company or otherwise arising out of or relating to the Business, any Purchased Asset or any Assumed Liability;
- (vi) all insurance proceeds received or receivable after the date hereof to the extent arising out of or related to the Purchased Assets, the Assumed Liabilities or damage or destruction of any asset that would have been included in the Purchased

Assets but for such damage or destruction (except, in each case, to the extent arising out of or related to the Excluded Assets or Excluded Liabilities);

(vii) the Transferred IP and all copies and tangible embodiments thereof;

(viii) all transferable licenses, governmental authorizations and other Permits issued by Governmental Entities and Related to the Business that are not otherwise necessary for the operation of other business activities by the Company;

(ix) all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, supplier lists, regulatory filings (to the extent transferable), operating data, credit information, business correspondences, technical documentation (including, by way of example only, design specifications, functional requirements, operating instructions, logic manuals and flow charts), user documentation (including, by way of example only, installation guides, user manuals, training materials, release notes and working papers), marketing documentation (including, by way of example only, sales brochures, flyers, promotional materials, pamphlets and web pages), personnel and employment records for Business Employees and other similar materials, in each case, whether in hard copy or electronic form, Related to the Business (collectively, the "Books and Records");

(x) all Goodwill and other intangible assets Related to the Business, including the Goodwill associated with the Transferred IP;

(xi) all tangible personal property and interests therein, whether owned, licensed or leased by the Company, Related to the Business, including all Transferred IT Infrastructure and the fixed assets identified on Section 2.1(a)(xi) of the Disclosure Schedule (collectively, "Equipment"); and

(xii) the assets listed or described on Section 2.1(a)(xii) of the Disclosure Schedule.

(b) Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.1(a) or elsewhere in this Agreement, the Acquiror expressly understands, acknowledges and agrees that the following assets, properties, leases, rights, interests, Contracts and claims of the Company (collectively, the "Excluded Assets") shall be retained by the Company and shall be excluded from the Purchased Assets:

(i) all cash, certificates of deposit and other cash equivalents held by the Company at Closing;

(ii) subject to Section 2.9, all Receivables arising out of the licensing or sale by the Company of goods, services, products or Intellectual Property of the Business arising on or prior to the Closing;

SECTION 3.8 Sufficiency of Assets; Liens.

(a) The Purchased Assets will, taking into account all Ancillary Agreements, constitute all of the assets, properties and rights owned, leased or licensed by the Company used or held for use in the Business.

(b) Except for Permitted Liens or Liens created by or through the Acquiror or any of its Affiliates, the Company has good, valid and marketable title to all Purchased Assets owned by it, free and clear of all Liens. The Company has the right to convey, and upon the transfer of the Purchased Assets to the Acquiror at the Closing, the Company will have conveyed, good title and interest in and to the Purchased Assets owned by it, free and clear of all Liens other than Permitted Liens.

(c) The Company has no securities or rights convertible into or exercisable or exchangeable for, shares of the capital stock, membership, partnership or similar equity security or interest of, or in, a Person.

SECTION 3.9 Intellectual Property.

(a) Section 3.9(a)(i) of the Disclosure Schedule sets forth a complete and accurate list of all United States and foreign registered Copyrights, Trademarks, and Patents and all applications thereof and that are included in the Transferred Registered Intellectual Property, and Section 3.9(a)(ii) of the Disclosure Schedule sets forth a complete and accurate list of all Internet domain names that are owned by the Company as of the date hereof and that are included in the Transferred Intellectual Property. Section 3.9(a)(i) and Section 3.9(a)(ii) of the Disclosure Schedule set forth a complete and accurate list of all United States and foreign registered Copyrights, Trademarks, and Patents and all applications thereof and a complete and accurate list of all Internet domain names that are owned by the Company as of the date hereof and that are Related to the Business. Section 3.9(a)(iii) of the Disclosure Schedule sets forth a complete and accurate list of all Intellectual Property Licenses held by the Company as of the date hereof and that are Related to the Business.

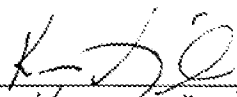
(b) To the Knowledge of the Company, the operations of the Business as currently conducted, and the use, ownership, occupancy, maintenance and operations of the Purchased Assets, have not since December 31, 2007, and do not as of the Closing infringe, misappropriate, or otherwise violate any Intellectual Property of any third party. Except as set forth in Section 3.9(b) of the Disclosure Schedule, the Company has not received any written claims or notices alleging any of the foregoing (including any demands to license any patents from any third party), and as of the date hereof, there are no infringement suits, actions, or proceedings pending or, to the Knowledge of the Company, threatened in writing against the Company with respect to any of the foregoing.

(c) To the Knowledge of the Company, no third party has engaged since December 31, 2007, or is engaging as of the date hereof, in any activity that infringes, misappropriates, or otherwise violates any of the Transferred IP rights, except for any such infringements, misappropriation or violations that do not materially impair the ability of the Company to operate the Business as presently conducted. The Company has taken commercially

IN WITNESS WHEREOF, the Company and the Acquiror have caused this Asset Purchase Agreement to be executed on the date first written above by their respective duly authorized officers.

**COMPANY:**

INVENDA CORPORATION

By   
Name: *Kamran Amjadi*  
Title: *Chairman & CEO*

**ACQUIROR:**

CATALINA MARKETING CORPORATION

By \_\_\_\_\_  
Name:  
Title:

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Company and the Acquiror have caused this Asset Purchase Agreement to be executed on the date first written above by their respective duly authorized officers.


**COMPANY:**

INVENDA CORPORATION

By \_\_\_\_\_  
Name:  
Title:

**ACQUIROR:**

CATALINA MARKETING CORPORATION

By   
Name: Bret J. Besecker  
Title: Executive Vice President and Chief  
Development Officer

DISCLOSURE SCHEDULE  
to  
ASSET PURCHASE AGREEMENT  
between  
INVENDA CORPORATION  
and  
CATALINA MARKETING CORPORATION

Dated as of March 26, 2010

**Section 1.1(e)(i)**

**Transferred Marks**

Serial No.	Country	Mark	Status	Reg. No.
75/306,695	United States	E-CENTIVES	Registered	2,373,242
75/724,312	United States	E-CENTIVES	Registered	2,708,262
1819689	European Community	E-CENTIVES	Registered	001819689
2001 10473	Switzerland	E-CENTIVES	Registered	496709
1930056	European Community	E-CENTIVES WHAT YOU WANT	Registered	1930056
2000 9378	Switzerland	E-CENTIVES WHAT YOU WANT	Registered	483053
76/177,316	United States	MAESTRO	Opposed	3,318,883
Cancellation No. 92/050943	United States	MAESTRO	Cancellation dismissed without prejudice	
75/726,124	United States	MAESTRO	Abandoned	N/A
76/087,416	United States	PROMOCAST	Cancelled	2,651,135
1823848	European Community	PROMOCAST	Registered	1823848
20010629	Switzerland	PROMOCAST	Registered	497832
1824184	European Community	PROMOCOMMERCE	Registered	1824184
76/087,415	United States	PROMOMAIL	Cancelled	2,614,006
76/151,593	United States	PROMOMAIL EVENT	Cancelled	2,608,915
76/151,594	United States	PROMOMAIL SPOTLIGHT	Cancelled	2,608,916



**Section 3.9(a)(i)**

**Intellectual Property**

The list of Transferred Registered Intellectual Property set forth on Section 1.1(f)(i) of the Disclosure Schedule is incorporated here by reference.