TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CATALINA MARKETING CORPORATION		09/21/2010	CORPORATION: DELAWARE
CATALINA MARKETING PROCUREMENT, LLC		09/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA HEALTH RESOURCE, LLC		09/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA MARKETING WORLDWIDE, LLC		09/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA-PACIFIC MEDIA, L.L.C.		09/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
CMJ INVESTMENTS L.L.C.		09/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA DIGITAL HOLDINGS, LLC		09/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
CHECKOUT HOLDING CORP.		09/21/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY & CO. INCORPORATED
Street Address:	300 CADMAN PLAZA WEST
Internal Address:	ONE PIERREPONT PLAZA, 7TH FLOOR
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85104629	CATALINACOUPONS
Serial Number:	85104637	CATALINACOUPONNETWORK.COM
Serial Number:	85104641	CATALINACOUPONNETWORK

CH $165.00 85104629

Serial Number:	85104644	CATALINACOUPONS.COM
Serial Number:	85125505	CATALINA
Serial Number:	77801049	INTEGRATED ADHERENCE

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: ZHENG BAO
Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	35613/8
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	06/13/2012

Total Attachments: 7
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FORM OF FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of September 21, 2010, 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 and applications 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 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 Supplement to the Security Agreement as of the day and year first above written.

CATALINA MARKETING CORPORATION

CATALINA MARKETING PROCUREMENT, LLC

CATALINA HEALTH RESOURCE, LLC

CATALINA MARKETING WORLDWIDE, LLC

CATALINA-PACIFIC MEDIA, L.L.C.

CMJ INVESTMENTS L.L.C.

CATALINA DIGITAL HOLDINGS, LLC

as Grantors

By: _____

Name: Justin A. Summer
Authorized Officer

CHECKOUT HOLDING CORP.
as Grantor

By: _____

Name: Justin A. Summer
Authorized Officer

MORGAN STANLEY & CO. INCORPORATED, as Collateral Agent

By:

_____

Name:
Title:

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Item	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
1.	Catalina Marketing Corporation	CATALINACOUPONS	Pending	08/10/2010	85/104,629		
2.	Catalina Marketing Corporation	CATALINACOUPON NETWORK.COM	Pending	08/10/2010	85/104,637		
3.	Catalina Marketing Corporation	CATALINACOUPON NETWORK	Pending	08/10/2010	85/104,641		
4.	Catalina Marketing Corporation	CATALINACOUPONS .COM	Pending	08/10/2010	85/104,644		
5.	Catalina Marketing Corporation	CATALINA	Pending	09/08/2010	85/125,505		
6.	Catalina Marketing Corporation	Integrated Adherence	Registered	08/10/2009	77/801,049	06/15/2010	3,805,054

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 Issuance	Patent Number	Patent Expiration Date
1.	Catalina Marketing Corporation	08/17/2010	7,778,930	09/27/2025 [Terminal disclaimer filed]
2.	Catalina Marketing Corporation	08/31/2010	7,788,125	07/01/2029

U.S. Pending Patent Applications

Item No.	Registered Owner/Grantor	Date of Filing	Application Number
1.	Catalina Marketing Corporation	06/15/2010	12/816,021
2.	Catalina Marketing Corporation	08/27/2010	12/870,764