

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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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		06/22/2010	CORPORATION: DELAWARE
CATALINA MARKETING PROCUREMENT, LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA HEALTH RESOURCE, LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA MARKETING WORLDWIDE, LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA-PACIFIC MEDIA, L.L.C.		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
CMJ INVESTMENTS L.L.C.		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA DIGITAL HOLDINGS, LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
CHECKOUT HOLDING CORP.		06/22/2010	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: 3			
Property Type	Number	Word Mark	
Registration Number:	2373242	E-CENTIVES	
Registration Number:	2708262	E-CENTIVES	
Registration Number:	3318883	MAESTRO	

CH \$90.00 2373242

TRADEMARK

**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: 8**

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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 June 22, 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 IP 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

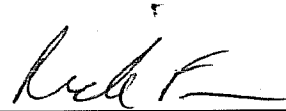
CATALINA-PACIFIC MEDIA, L.L.C.

CMJ INVESTMENTS L.L.C.

CATALINA DIGITAL HOLDINGS, LLC

as Grantors

By:



Name: Rick Frier  
Authorized Officer

CHECKOUT HOLDING CORP.  
as Grantor

By:

A handwritten signature in cursive script, appearing to read "Rick Frier", written above a horizontal line.

Name: Rick Frier  
Authorized Officer

MORGAN STANLEY & CO. INCORPORATED, as  
Collateral Agent

By:

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Name:

Title:

SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration No.
Catalina Marketing Corporation	E-CENTIVES	Registered	6/10/1997	75/306,695	8/1/2000	2,373,242
Catalina Marketing Corporation	E-CENTIVES	Registered	6/8/1999	75/724,312	4/22/2003	2,708,262
Catalina Marketing Corporation	MAESTRO	Registered	12/7/2000	76/177,316	10/23/2007	3,318,883



SCHEDULE B TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES PATENTS

U.S. ISSUED PATENTS

<b>Registered Owner/Grantor</b>	<b>Date of Filing</b>	<b>Application No.</b>	<b>Date of Issuance</b>	<b>Registration No.</b>
Catalina Marketing Corporation	4/19/1995	08/425,185	11/20/2001	6,321,208
Catalina Marketing Corporation	6/16/1995	08/491,367	1/20/1998	5,710,886
Catalina Marketing Corporation	4/10/1996	08/630,330	3/7/2000	6,035,280
Catalina Marketing Corporation	4/24/1998	09/065,545	1/1/2002	6,336,099
Catalina Marketing Corporation	4/5/2000	09/543,736	12/10/2002	6,493,110
Catalina Marketing Corporation	12/9/2002	10/314,267	4/19/2005	6,882,442

U.S. PENDING PATENT APPLICATIONS

<b>Registered Owner/Grantor</b>	<b>Date of Filing</b>	<b>Application No.</b>
Catalina Marketing Corporation	2/17/1999	09/251,480
Catalina Marketing Corporation	5/21/1999	09/315,822
Catalina Marketing Corporation	5/28/1999	09/321,597
Catalina Marketing Corporation	12/1/1999	09/451,558
Catalina Marketing Corporation	3/29/2000	09/537,793
Catalina Marketing Corporation	4/5/2000	09/543,763
Catalina Marketing Corporation	4/6/2000	09/544,144
Catalina Marketing Corporation	6/12/2001	09/879,823
Catalina Marketing Corporation	6/12/2001	09/879,825
Catalina Marketing Corporation	6/21/2004	10/871,381
Catalina Marketing Corporation	9/10/2004	10/937,305
Catalina Marketing Corporation	9/10/2004	10/937,355
Catalina Marketing Corporation	9/10/2004	10/937,504
Catalina Marketing Corporation	9/11/2004	10/937,503
Catalina Marketing Corporation	9/10/2004	10/937,505
Catalina Marketing Corporation	9/10/2004	10/937,367
Catalina Marketing Corporation	10/7/2004	10/959,566
Catalina Marketing Corporation	2/14/2005	11/056,160
Catalina Marketing Corporation	2/14/2005	11/056,171
Catalina Marketing Corporation	2/14/2005	11/056,166
Catalina Marketing Corporation	2/14/2005	11/056,167
Catalina Marketing Corporation	6/3/2005	11/143,705
Catalina Marketing Corporation	1/16/2007	11/653,308
Catalina Marketing Corporation	9/11/2007	11/853,430
Catalina Marketing Corporation	10/8/2008	12/247,549

SCHEDULE C TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS

Registered Owner/Grantor	Title	Registration Date	Registration Number
Catalina Marketing Corporation	Brightstreet Consumer Experience Version 2.7.0	11/9/2000	# TX 5-296-661
Catalina Marketing Corporation	Brightstreet Consumer Experience Version 2.7.1	9/18/2000	# TX 5-158-571