TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301370

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Catalina Marketing Corporation, as Grantor		04/09/2014	CORPORATION: DELAWARE
Modiv Media, Inc., a Delaware corporation, as Grantor		04/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Serial Number:	76451090	
Serial Number:	76450846	
Serial Number:	74038596	CHECKOUT COUPON
Serial Number:	74506091	CHECKOUT PRIZES INSTANT GAME
Serial Number:	75240913	CHECKOUT COUPON
Serial Number:	78207443	CATALINA MARKETING
Serial Number:	78951973	CHECKOUT PRIZES INSTANT WIN GAME
Serial Number:	77623920	POINTER MEDIA NETWORK POWERED BY CATALIN
Serial Number:	77623922	POINTER MEDIA NETWORK
Serial Number:	85188788	CATALINA PRECISION BRAND BUILDING
Serial Number:	85269096	COUPON NETWORK
Serial Number:	86076244	BUYERGRAPHICS
Serial Number:	85125505	CATALINA
Serial Number:	85342560	CATALINA
Serial Number:	85598965	CATALINA BUYERVISION
Serial Number:	78357603	CATALINA CATEGORY MARKETING
Serial Number:	78777350	CATALINA CONNECTIONS
Serial Number:	78777343	CATALINA CONNECTIONS

OP $1515.00 76451090

Property Type	Number	Word Mark
Serial Number:	77380859	CATALINA CONSUMER BENCHMARKS
Serial Number:	85975360	CATALINA COUPONS
Serial Number:	85429967	CATALINA DIGITAL NETWORK
Serial Number:	85438254	CATALINA HEALTH
Serial Number:	77673079	CATALINA HEALTH RESOURCE
Serial Number:	75837816	CATALINA MARKETING
Serial Number:	75943162	CATALINA MARKETING NETWORK
Serial Number:	85188771	CATALINA PRECISION BRAND BUILDING
Serial Number:	78931469	CATALINA PRODUCT ALERT
Serial Number:	85104641	CATALINACOUPONNETWORK
Serial Number:	85104637	CATALINACOUPONNETWORK.COM
Serial Number:	85104629	CATALINACOUPONS
Serial Number:	85104644	CATALINACOUPONS.COM
Serial Number:	85302646	CATALINAS
Serial Number:	77871401	CHECKOUT
Serial Number:	75305451	CHECKOUT RX
Serial Number:	77234897	CHECKOUT CASH
Serial Number:	73602641	CHECKOUT COUPON
Serial Number:	74038597	CHECKOUT COUPON
Serial Number:	78214312	CHECKOUT DIRECT
Serial Number:	77519737	CHECKOUT DISCOUNT
Serial Number:	74719257	CHECKOUT MESSAGE
Serial Number:	78931467	CHECKOUT PRIZES
Serial Number:	74683780	CHECKOUT REBATE
Serial Number:	77520029	CHECKOUT SAVINGS
Serial Number:	77796247	CHR
Serial Number:	78777392	CONNECT WHERE IT COUNTS
Serial Number:	75306695	E-CENTIVES
Serial Number:	78963967	LOYALTY QUOTIENT
Serial Number:	76177316	MAESTRO
Serial Number:	74597102	NEW DAY
Serial Number:	74700921	PAY FOR PERFORMANCE
Serial Number:	77627629	PIVOTAL POINT CONSUMER
Serial Number:	77623857	POINTER MEDIA NETWORK POWERED BY CATALIN
Serial Number:	77125687	RXCONX
Serial Number:	77860597	SIMPLE SUBSTITUTE
Serial Number:	77860606	SIMPLE SUBSTITUTES
Serial Number:	75591519	WEB BUCKS
Serial Number:	77829766	YOURBUCKS

Property Type	Number	Word Mark
Serial Number:	77198387	MODIV
Serial Number:	74153879	QUICK CASH
Serial Number:	78752932	DELIVISION

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters /
DATE SIGNED:	04/14/2014

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of April 9, 2014, by CATALINA MARKETING CORPORATION and MODIV MEDIA, INC. (individually, a "**Grantor**", and, collectively, the "**Grantors**"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of April 9, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Arrangements. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to JPMorgan Chase Bank, N.A., as administrative agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of April 9, 2014 among Holdings, the Borrower, the lenders from time to time party thereto, the guarantors from time to time party thereto,

JPMorgan Chase Bank, N.A., as administrative agent and the other parties thereto, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement dated as of April 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among JPMorgan Chase Bank, N.A., as First Lien Administrative Agent, Bank of America N.A., as Second Lien Administrative Agent, each additional Second Priority Representative and Senior Representative from time to time party thereto, Holdings, the Borrower and their respective subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature pages follow.]

TRADEMARK
REEL: 005260 FRAME: 0088

CATALINA MARKETING CORPORATION,
as Grantor

By: _____
Name: Barry Brindise
Title: Senior Vice President

MODIV MEDIA, INC.,
as Grantor

By: _____
Name: Barry Brindise
Title: Senior Vice President

[Signature Page to Second Lien Trademark Security Agreement]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: Bridgett J. Manduk
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I
Trademark Registrations and Use Applications

Please see attached.

Registrations and Applications:

Owner	Mark/Name	Ser./App. No.	Filing Date	Reg. Date	Reg. No.	Int'l Classes
Catalina Marketing Corporation		SN:76-451090	September 13, 2002	May 11, 2004	RN:2,839,579	Int'l Class(es): 35
Catalina Marketing Corporation		SN:76-450846	September 13, 2002	February 1, 2005	RN:2,921,959	Int'l Class(es): 16
Catalina Marketing Corporation	CHECKOUT COUPON	SN:74-038596	March 15, 1990	January 1, 1991	RN:1,630,024	Int'l Class(es): 16
Catalina Marketing Corporation		SN:74-506091	March 28, 1994	July 30, 1996	RN:1,989,427	Int'l Class(es): 35
Catalina Marketing Corporation	CHECKOUT COUPON	SN:75-240913	February 11, 1997	June 2, 1998	RN:2,161,630	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA MARKETING	SN:78-207443	January 27, 2003	July 6, 2004	RN:2,860,092	Int'l Class(es): 35

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Owner	Mark/Name	Ser./App. No.	Filing Date	Reg. Date	Reg. No.	Int'l Classes
Catalina Marketing Corporation	CHECKOUT PRIZES Instant Win Game	SN:78-951973	August 15, 2006	January 8, 2008	RN:3,367,215	Int'l Class(es): 35
Catalina Marketing Corporation	POINTER MEDIA NETWORK	SN:77-623920	December 1, 2008	March 30, 2010	RN:3,768,773	Int'l Class(es): 35
Catalina Marketing Corporation	POINTER MEDIA NETWORK	SN:77-623922	December 1, 2008	March 23, 2010	RN:3,764,786	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA	SN:85-188788	December 1, 2010			Int'l Class(es): 35
Catalina Marketing Corporation	coupon	SN:85-269096	March 16, 2011	October 18, 2011	RN:4,041,664	Int'l Class(es): 35
Catalina Marketing Corporation	BUYERGRAPHICS	SN: 86-076244	September 26, 2013			Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA	SN:85-125505	September 8, 2010	April 12, 2011	RN:3,944,313	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA	SN:85-342560	June 9, 2011	October 18, 2011	RN:4,042,232	Int'l Class(es): 16, 35
Catalina Marketing Corporation	CATALINA BUYERVISION	SN:85-598965	April 16, 2012	December 4, 2012	RN:4,253,604	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA CATEGORY MARKETING	SN:78-357603	January 26, 2004	October 4, 2005	RN:3,003,710	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA CONNECTIONS	SN:78-777350	December 20, 2005	October 23, 2007	RN:3,320,840	Int'l Class(es): 9

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Owner	Mark/Name	Ser./App. No.	Filing Date	Reg. Date	Reg. No.	Int'l Classes
Catalina Marketing Corporation	CATALINA CONNECTIONS	SN:78-777343	December 20, 2005	October 23, 2007	RN:3,320,839	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA CONSUMER BENCHMARKS	SN:77-380859	January 25, 2008	August 26, 2008	RN:3,492,259	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA COUPONS	SN:85-975360	August 10, 2010	January 10, 2012	RN:4,085,269	Int'l Class(es): 16, 35
Catalina Marketing Corporation	CATALINA DIGITAL NETWORK	SN:85-429967	September 22, 2011			Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA HEALTH	SN:85-438254	October 3, 2011	August 14, 2012	RN:4,191,960	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA HEALTH RESOURCE	SN:77-673079	February 18, 2009	September 22, 2009	RN:3,685,543	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA MARKETING	SN:75-837816	November 2, 1999	August 13, 2002	RN:2,606,388	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA MARKETING NETWORK	SN:75-943162	March 14, 2000	June 19, 2001	RN:2,461,395	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA PRECISION BRAND BUILDING	SN:85-188771	December 1, 2010			Int'l Class(es): 35
Catalina Marketing Corporation	CATALINA PRODUCT ALERT	SN:78-931469	July 18, 2006	November 6, 2007	RN:3,332,771	Int'l Class(es): 35
Catalina Marketing Corporation	CATALINACOUPONNETWORK	SN:85-104641	August 10, 2010			Int'l Class(es): 16, 35, 41
Catalina Marketing	CATALINACOUPONNETWORK.COM	SN:85-104637	August 10, 2010			Int'l Class(es): 16, 35, 41

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Owner	Mark/Name	Ser./App. No.	Filing Date	Reg. Date	Reg. No.	Int'l Classes
Corporation						
Catalina Marketing Corporation	CATALINACOUPONS	SN:85-104629	August 10, 2010			Int'l Class(es): 41
Catalina Marketing Corporation	CATALINACOUPONS. COM	SN:85-104644	August 10, 2010			Int'l Class(es): 16, 35, 41
Catalina Marketing Corporation	CATALINAS	SN:85-302646	April 22, 2011			Int'l Class(es): 16
Catalina Marketing Corporation	CHECKOUT	SN:77-871401	November 12, 2009	May 31, 2011	RN:3,971,357	Int'l Class(es): 35
Catalina Marketing Corporation	CHECKOUT RX	SN:75-305451	June 9, 1997	March 23, 1999	RN:2,235,203	Int'l Class(es): 35
Catalina Marketing Corporation	CHECKOUT CASH	SN:77-234897	July 20, 2007	December 2, 2008	RN:3,541,168	Int'l Class(es): 16, 35
Catalina Marketing Corporation	CHECKOUT COUPON	SN:73-602641	June 2, 1986	August 25, 1987	RN:1,454,173	Int'l Class(es): 16
Catalina Marketing Corporation	CHECKOUT COUPON	SN:74-038597	March 15, 1990	January 1, 1991	RN:1,630,288	Int'l Class(es): 35
Catalina Marketing Corporation	CHECKOUT DIRECT	SN:78-214312	February 13, 2003	January 6, 2004	RN:2,802,484	Int'l Class(es): 35
Catalina Marketing Corporation	CHECKOUT DISCOUNT	SN:77-519737	July 11, 2008	March 17, 2009	RN:3,590,524	Int'l Class(es): 16, 35
Catalina Marketing Corporation	CHECKOUT MESSAGE	SN:74-719257	August 23, 1995	October 1, 1996	RN:2,004,234	Int'l Class(es): 35
Catalina Marketing Corporation	CHECKOUT PRIZES	SN:78-931467	July 18, 2006	August 28, 2007	RN:3,286,304	Int'l Class(es): 35
Catalina	CHECKOUT REBATE	SN:74-683780	June 2, 1995	June 11, 1996	RN:1,979,593	Int'l Class(es): 35

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Owner	Mark/Name	Ser./App. No.	Filing Date	Reg. Date	Reg. No.	Int'l Classes
Marketing Corporation						
Catalina Marketing Corporation	CHECKOUT SAVINGS	SN:77-520029	July 11, 2008	March 17, 2009	RN:3,590,526	Int'l Class(es): 16, 35
Catalina Marketing Corporation	CHR	SN:77-796247	August 4, 2009	October 5, 2010	RN:3,855,585	Int'l Class(es): 35
Catalina Marketing Corporation	CONNECT WHERE IT COUNTS	SN:78-777392	December 20, 2005	October 23, 2007	RN:3,320,841	Int'l Class(es): 35
Catalina Marketing Corporation	E-CENTIVES	SN:75-306695	June 10, 1997	August 1, 2000	RN:2,373,242	Int'l Class(es): 9
Catalina Marketing Corporation	LOYALTY QUOTIENT	SN:78-963967	August 30, 2006	December 4, 2007	RN:3,348,641	Int'l Class(es): 35
Catalina Marketing Corporation	MAESTRO	SN:76-177316	December 7, 2000	October 23, 2007	RN:3,318,883	Int'l Class(es): 9
Catalina Marketing International, Inc.	NEW DAY	SN:74-597102	November 9, 1994	December 10, 1996	RN:2,022,449	Int'l Class(es): 35
Catalina Marketing Corporation	PAY FOR PERFORMANCE	SN:74-700921	July 14, 1995	June 18, 1996	RN:1,981,109	Int'l Class(es): 35
Catalina Marketing Corporation	PIVOTAL POINT CONSUMER	SN:77-627629	December 5, 2008	May 11, 2010	RN:3,788,228	Int'l Class(es): 35
Catalina Marketing Corporation	POINTER MEDIA NETWORK POWERED BY CATALINA	SN:77-623857	December 1, 2008	March 30, 2010	RN:3,768,771	Int'l Class(es): 35
Catalina Marketing Corporation	RXCONX	SN:77-125687	March 8, 2007	March 4, 2008	RN:3,392,641	Int'l Class(es): 35
Catalina	SIMPLE SUBSTITUTE	SN:77-860597	October 29, 2009	February 22,	RN:3,923,953	Int'l Class(es): 35

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Owner	Mark/Name	Ser./App. No.	Filing Date	Reg. Date	Reg. No.	Int'l Classes
Marketing Corporation				2011		
Catalina Marketing Corporation	SIMPLE SUBSTITUTES	SN:77-860606	October 29, 2009	February 22, 2011	RN:3,923,954	Int'l Class(es): 35
Catalina Marketing Corporation	WEB BUCKS	SN:75-591519	November 18, 1998	December 19, 2000	RN:2,413,513	Int'l Class(es): 35
Catalina Marketing Corporation	YOURBUCKS	SN:77-829766	September 18, 2009	November 30, 2010	RN:3,884,046	Int'l Class(es): 35
Modiv Media, Inc.	MODIV	SN: 77-198387	June 5, 2007	December 7, 2010	RN: 3,886,597	Int'l Class(es): 35
Catalina Marketing Corporation	QUICK CASH	SN: 74-153879	April 2, 1991	March 17, 1992	RN: 1,679,620	Int'l Class(es): 35
Modiv Media, Inc.	DELIVISION	SN: 78-752932	14-NOV-2005	08-JAN-2008	RN: 33-66853	Int'l Class(es): 9

RECORDED: 04/14/2014

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