

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/04/2015	Association: UNITED STATES
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3366853	DELIVISION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	12/07/2015		
Total Attachments: 5			
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OP \$40.00 3366853

**NOTICE OF RELEASE OF
SECURITY INTEREST IN CERTAIN TRADEMARKS**

December 4, 2015

WHEREAS, pursuant to (i) that certain Second Lien Security Agreement dated as of April 9, 2014, by and among the grantors identified therein and Bank of America, N.A., as Administrative Agent for the Secured Parties (“**Administrative Agent**”), and each of the other grantors and other parties from time to time party thereto (“the “**Security Agreement**”), and (ii) that certain Second Lien Trademark Security Agreement dated as of April 9, 2014, by Catalina Marketing Corporation and Modiv Media, Inc. (collectively, the “**Grantors**”), in favor of the Administrative Agent (the “**Trademark Security Agreement**”), and recorded in the United States Patent and Trademark Office on April 14, 2014 at Reel/Frame No. 5260/0084 in favor of the Administrative Agent, made by the Grantors in favor of Administrative Agent for its benefit and the ratable benefit of various other financial institutions, the Grantors assigned to and granted to Administrative Agent a lien on and security interest in all right, title and interest of the Grantors, along with the goodwill associated therewith, in and to certain collateral, including the trademark registrations and applications listed on Schedule A hereto, including the goodwill associated therewith (the “**Released Trademarks**”) (all capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Security Agreement, Credit Agreement (as defined in the Security Agreement) or the Trademark Security Agreement, as applicable); and

WHEREAS, Catalina Marketing Corporation and the Administrative Agent are parties to the Credit Agreement, and pursuant to Section 9.10(a) of the Credit Agreement, the Administrative Agent has been irrevocably authorized by the Secured Parties, under the Credit Agreement, to inter alia, automatically release any Lien on any property granted to or held by the Administrative Agent under any Loan Document, at the time the property subject to such Lien is Disposed of in connection with any Disposition permitted under the Loan Documents; and

WHEREAS, Administrative Agent wishes to provide a document suitable for recording in the United States Patent and Trademark Office the release, relinquishment and discharge of its liens on and security interest in the Released Trademarks; and

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Administrative Agent hereby terminates, cancels, reassigns, relinquishes, releases and discharges all liens and security interests it has in and to the Released Trademarks.

This Notice of Release of Security Interest in Certain Trademarks is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Security Agreement or the Trademark Security Agreement (the “**Retained Collateral**”). Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to Administrative Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Administrative Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be

deemed to, be impaired, interrupted or otherwise modified in any respect by this Notice of Release of Security Interest in Certain Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Notice of Release of Security Interest in Certain Trademarks to be duly executed as of the date first written above.

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

By: 
Name:
Title: **Bridgett J. Manduk Mowry**
Vice President

[Signature Page to Notice of Release of Security Interest in Certain Trademarks]

**SCHEDULE A TO NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN
TRADEMARKS**

MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
DELIVISION	78752932	11/14/2005	3366853	01/08/2008