

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MODIV MEDIA, INC.		12/04/2015	CORPORATION: DELAWARE
CATALINA MARKETING CORPORATION		12/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AHOLD LICENSING S.A.R.L.		
Street Address:	Rue Jean-François Bartholoni 4-6		
City:	1204 Geneva		
State/Country:	SWITZERLAND		
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3366853	DELIVISION	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<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:	ch.tm@dlapiper.com		
Correspondent Name:	Peggy McBride, DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	219397-000011		
NAME OF SUBMITTER:	Peggy McBride		
SIGNATURE:	/Peggy McBride/		
DATE SIGNED:	12/15/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 4, 2015, is made by **MODIV MEDIA, INC.** and **CATALINA MARKETING CORPORATION** (each an "**Assignor**," and collectively the "**Assignors**"), each a Delaware corporation, located at 200 Carillon Parkway, St. Petersburg, FL 33716, and **AHOLD LICENSING S.A.R.L.** ("**Buyer**"), a Switzerland limited liability company, located at Rue Jean-François Bartholoni 4-6, 1204 Geneva, Switzerland, the purchaser of certain assets of Assignors pursuant to an Asset Purchase Agreement among Assignors and Buyer dated as of the date hereof (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignors conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the undersigned hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of Assignors' right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing accruing on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this

Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Assignors shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNORS:

MODIV MEDIA, INC.

By: Todd Morris
Name: Todd Morris
Title: President

CATALINA MARKETING
CORPORATION

By: James Egosti
Name: James Egosti
Title: Chief Executive Officer

BUYER:

AHOLD LICENSING S.A.R.L.

By: AC NRSN
Name: AC NRSN
Title: Managing Director

By: Neil P. Kearney
Name: Neil Kearney
Title: Managing Director



Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

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