

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2590633

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>CHECKOUT HOLDING CORP.</td> <td>10/11/2013</td> </tr> <tr> <td>CATALINA MARKETING CORPORATION</td> <td>10/11/2013</td> </tr> <tr> <td>CATALINA MARKETING PROCUREMENT, LLC</td> <td>10/11/2013</td> </tr> <tr> <td>CATALINA MARKETING TECHNOLOGY SOLUTIONS, INC.</td> <td>10/11/2013</td> </tr> <tr> <td>CATALINA MARKETING WORLDWIDE, LLC</td> <td>10/11/2013</td> </tr> <tr> <td>CATALINA-PACIFIC MEDIA, L.L.C.</td> <td>10/11/2013</td> </tr> <tr> <td>CMJ INVESTMENTS L.L.C.</td> <td>10/11/2013</td> </tr> <tr> <td>MODIV MEDIA, INC.</td> <td>10/11/2013</td> </tr> </tbody> </table>		Name	Execution Date	CHECKOUT HOLDING CORP.	10/11/2013	CATALINA MARKETING CORPORATION	10/11/2013	CATALINA MARKETING PROCUREMENT, LLC	10/11/2013	CATALINA MARKETING TECHNOLOGY SOLUTIONS, INC.	10/11/2013	CATALINA MARKETING WORLDWIDE, LLC	10/11/2013	CATALINA-PACIFIC MEDIA, L.L.C.	10/11/2013	CMJ INVESTMENTS L.L.C.	10/11/2013	MODIV MEDIA, INC.	10/11/2013		
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MODIV MEDIA, INC.	10/11/2013																				
RECEIVING PARTY DATA																					
<table border="1"> <tr> <td>Name:</td> <td>BANK OF AMERICA, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>901 MAIN STREET</td> </tr> <tr> <td>City:</td> <td>DALLAS</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>75202</td> </tr> </table>		Name:	BANK OF AMERICA, N.A.	Street Address:	901 MAIN STREET	City:	DALLAS	State/Country:	TEXAS	Postal Code:	75202										
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PROPERTY NUMBERS Total: 136																					
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Application Number:	12758901
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Application Number:	10937367
Application Number:	10937504
Application Number:	10959566
Application Number:	11056160
Application Number:	11853430
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Application Number:	12870764
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Application Number:	13330437
Application Number:	13471192
Application Number:	13471220
Application Number:	13544502
Application Number:	13593078
Application Number:	10691459
Application Number:	11209862
Application Number:	11486707
Application Number:	11952768
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Application Number:	13181049

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Application Number:	13783955
Application Number:	13784021
Application Number:	61798633
Application Number:	13936862
Application Number:	13967286
Application Number:	13884530
Application Number:	13896862
Application Number:	13920024
Application Number:	13925667
Application Number:	13627372
Application Number:	13630510
Application Number:	13665013
Application Number:	14036866
Application Number:	14036880
Application Number:	14041554
Application Number:	14047571
Patent Number:	7987125

CORRESPONDENCE DATA

Fax Number: (650)838-5109
Phone: 650-838-3743
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Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: BENJAMIN PETERSEN
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:	37051-61
NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	10/24/2013

PATENT
REEL: 031494 FRAME: 0665

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "IP Security Agreement"), dated as of October 11, 2013, among the Person listed on the signature pages hereof (the "Grantor"), and BANK OF AMERICA, N.A., 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 11, 2013 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement"), among **CHECKOUT HOLDING CORP.**, a Delaware corporation ("Holdings"; as further defined in the Credit Agreement), **CATALINA MARKETING CORPORATION**, a Delaware corporation (the "Borrower"; as further defined in the Credit Agreement), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with Holdings and the Borrower, collectively, the "Grantors"), and **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, 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(c) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. 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 U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by 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 Grantor.

SECTION 3. Recordation. 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. 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 "tif")), 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.

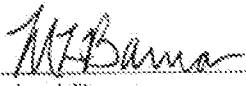
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, 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 7.2 of the Security Agreement. All communications and notices hereunder to 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 (whether or not then in effect).

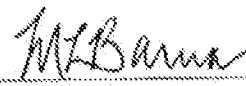
SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect), Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

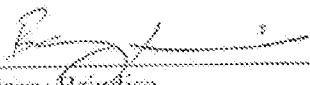
CHECKOUT HOLDING CORP., as Grantor,

By: 
Michael Barna
Executive Vice President, Chief Financial Officer

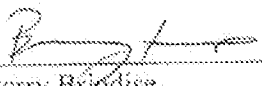
CATALINA MARKETING CORPORATION, as
Grantor,

By: 
Michael Barna
Executive Vice President, Chief Financial Officer

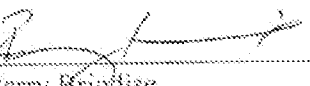
CATALINA MARKETING PROCUREMENT, LLC, as
Grantor,

By: 
Barry Brindise
Senior Vice President

CATALINA MARKETING TECHNOLOGY
SOLUTIONS, INC., as Grantor,

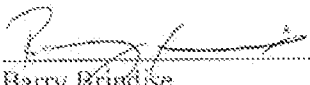
By: 
Barry Brindise
Senior Vice President

CATALINA MARKETING WORLDWIDE, LLC, as
Grantor,

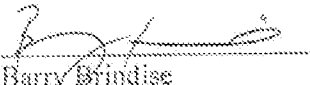
By: 
Barry Brindise
Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

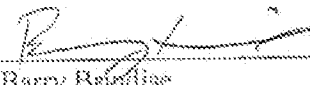
CATALINA-PACIFIC MEDIA, L.L.C., as Grantor,

By: 
Barry Brindise
Senior Vice President

CMJ INVESTMENTS L.L.C., as Grantor,

By: 
Barry Brindise
Senior Vice President

MODIV MEDIA, INC., as Grantor,

By: 
Barry Brindise
Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

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

By: 
Name: Darleen R. Parmelee
Title: Assistant Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A TO THE
PATENT
SECURITY AGREEMENT

UNITED STATES PATENTS

U.S. Issued Patents

Item No.	Registered Owner/Grantor	Date of Filing	Application No.	Date of Issuance	Registration No.
1.	Catalina Marketing Corporation	12/8/1995	08/569,318	12/31/1996	5,588,649
2.	Catalina Marketing Corporation	6/1/1995	08/458,172	6/24/1997	5,642,485
3.	Catalina Marketing Corporation	1/4/1994	08/178,052	7/1/1997	5,644,723
4.	Catalina Marketing Corporation	6/1/1995	08/457,299	7/13/1997	5,649,114
5.	Catalina Marketing Corporation	6/1/1995	08/457,300	11/11/1997	5,687,322
6.	Catalina Marketing Corporation	4/3/1995	08/417,064	11/3/1998	5,832,457
7.	Catalina Marketing Corporation	8/11/1995	08/514,467	1/5/1999	5,857,175
8.	Catalina Marketing Corporation and Kirk W. Beach	6/14/1996	08/663,680	4/6/1999	5,892,827
9.	Catalina Marketing Corporation	4/14/1998	09/059,371	6/22/1999	5,915,007
10.	Catalina Marketing Corporation	10/17/1997	08/953,646	7/20/1999	5,926,795
11.	Catalina Marketing Corporation	3/26/1996	08/622,685	10/19/1999	5,970,469
12.	Catalina Marketing Corporation	8/29/1997	08/924,029	10/26/1999	5,974,399
13.	Catalina Marketing Corporation	8/28/1997	08/920,355	2/15/2000	6,026,370
14.	Catalina Marketing Corporation	12/23/1998	09/220,414	3/21/2000	6,041,309
15.	Catalina Marketing Corporation	1/7/1999	09/226,174	4/25/2000	6,055,573
16.	Catalina Marketing Corporation	1/7/1999	09/226,209	5/23/2000	6,067,524
17.	Catalina Marketing Corporation	9/25/1998	09/160,748	6/13/2000	6,076,069
18.	Catalina Marketing Corporation	5/12/1999	09/310,382	2/6/2001	6,185,541
19.	Catalina Marketing Corporation	12/12/1996	08/764,139	5/29/2001	6,240,394
20.	Catalina Marketing Corporation	3/25/1998	09/047,220	7/17/2001	6,260,758
21.	Catalina Marketing Corporation	12/18/1998	09/215,226	8/21/2001	6,278,979
22.	Catalina Marketing Corporation	6/1/1999	09/323,538	8/28/2001	6,282,516
23.	Catalina Marketing Corporation	12/23/1999	09/472,069	10/2/2001	6,298,330
24.	Catalina Marketing Corporation	2/23/2000	09/511,485	10/16/2001	6,304,849
25.	Catalina Marketing Corporation	11/26/1997	08/978,856	11/19/2002	6,484,146
26.	Catalina Marketing Corporation	11/9/1999	09/437,059	6/24/2003	6,584,448
27.	Catalina Marketing Corporation	11/21/2000	09/716,404	4/26/2005	6,885,994
28.	Catalina Marketing Corporation	7/18/2000	09/619,134	4/4/2006	7,034,374
29.	Catalina Marketing Corporation	4/6/1999	09/286,304	6/6/2006	7,058,591
30.	Catalina Marketing Corporation	12/1/1999	09/452,678	6/5/2007	7,228,285
31.	Catalina Marketing Corporation	12/23/2004	11/019,217	6/19/2007	7,233,913
32.	Catalina Marketing Corporation	2/16/2000	09/505,632	7/17/2012	8,224,691
33.	Catalina Marketing Corporation	6/12/1997	08/873,974	6/21/2011	7,966,222
34.	Catalina Marketing Corporation	6/13/2003	10/297,914	1/26/2010	7,653,594
35.	Catalina Marketing Corporation	6/19/2000	09/595,677	10/6/2009	7,599,850
36.	Catalina Marketing Corporation	8/13/1999	09/373,625	9/16/2008	7,426,480
37.	Catalina Marketing Corporation	4/6/2001	09/826,814	8/19/2008	7,415,426

Item No.	Registered Owner/Grantor	Date of Filing	Application No.	Date of Issuance	Registration No.
38.	Catalina Marketing Corporation	2/8/2002	10/067,869	7/8/2008	7,398,248
39.	Catalina Marketing Corporation	7/13/2004	10/501,141	5/15/2012	8,180,669
40.	Catalina Marketing Corporation	5/27/2005	11/138,412	1/11/2011	7,870,019
41.	Catalina Marketing Corporation	9/27/2005	11/235,083	12/18/2007	7,309,001
42.	Catalina Marketing Corporation	3/3/2006	11/366,397	5/15/2012	8,180,653
43.	Catalina Marketing Corporation	4/28/2006	11/412,903	8/31/2010	7,788,125
44.	Catalina Marketing Corporation	7/7/2006	11/481,789	1/29/2013	8,363,265
45.	Catalina Marketing Corporation	7/7/2006	11/481,984	3/5/2013	8,392,243
46.	Catalina Marketing Corporation	7/18/2006	11/488,126	5/4/2010	7,708,360
47.	Catalina Marketing Corporation	10/3/2006	11/538,181	7/26/2011	7,987,125
48.	Catalina Marketing Corporation	2/20/2007	11/573,987	8/17/2010	7,778,930
49.	Catalina Marketing Corporation	5/14/2007	11/748,239	12/6/2011	8,072,635
50.	Catalina Marketing Corporation	3/27/2008	12/056,490	1/31/2012	8,104,671
51.	Catalina Marketing Corporation	4/3/2008	12/062,182	3/29/2011	7,913,900
52.	Catalina Marketing Corporation	11/26/2009	12/626,677	8/16/2011	8,001,044
53.	Catalina Marketing Corporation	11/25/2009	12/626,003	8/23/2011	8,005,753
54.	Catalina Marketing Corporation	11/23/2009	12/623,482	9/18/2012	8,271,324
55.	Catalina Marketing Corporation	11/23/2009	12/623,498	9/23/2012	8,275,655
56.	Catalina Marketing Corporation	2/17/1999	09/251,480	6/7/2011	7,958,224
57.	Catalina Marketing Corporation	5/21/1999	09/315,822	3/29/2011	7,917,386
58.	Catalina Marketing Corporation	1/16/2007	11/653,308	4/26/2011	7,933,895
59.	Catalina Marketing Corporation	6/16/1995	08/491,367	1/20/1998	5,710,886
60.	Catalina Marketing Corporation	4/10/1996	08/630,330	3/7/2000	6,035,280
61.	Catalina Marketing Corporation	4/19/1995	08/425,185	11/20/2001	6,321,208
62.	Catalina Marketing Corporation	4/24/1998	09/065,545	1/1/2002	6,336,099
63.	Catalina Marketing Corporation	4/5/2000	09/543,736	12/10/2002	6,493,110
64.	Catalina Marketing Corporation	12/9/2002	10/314,267	4/19/2005	6,882,442
65.	Catalina Marketing Corporation	9/10/2004	10/937,505	10/30/2012	8,301,494
66.	Catalina Marketing Corporation	4/5/2000	09/543,763	6/25/2013	8,473,342
67.	Catalina Marketing Corporation	9/10/2004	10/937,355	7/9/2013	8,484,076
68.	Catalina Marketing Corporation	6/3/2005	11/143,705	10/1/2013	8,548,847
69.	Catalina Marketing Corporation	9/9/2011	13/229,645	6/18/2013	8,464,929
70.	Catalina Marketing Corporation	9/9/2011	13/229,631	9/10/2013	8,531,714
71.	Catalina Marketing Corporation	4/17/2008	12/105,111	12/20/2011	8,082,177
72.	Catalina Marketing Corporation	6/23/2008	12/144,557	1/31/2012	8,108,251
73.	Catalina Marketing Corporation	6/15/2011	13/160,753	7/10/2012	8,219,651
74.	Modiv Media, Inc.	12/1/2006	11/607,283	7/6/2010	7,752,146
75.	Catalina Marketing Corporation	9/10/2004	10/937,503	10/8/2013	8,554,611
76.	Ahold Licensing SA and Modiv Media, Inc.	4/6/2001	09/828,444	12/21/2010	7,856,368

U.S. Pending Patent Applications

Item No.	Registered Owner/Grantor	Date of Filing	Application No.
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Item No.	Registered Owner/Grantor	Date of Filing	Application No.
1.	Catalina Marketing Corporation	3/16/2000	09/526,535
2.	Catalina Marketing Corporation	12/7/2000	09/730,593
3.	Catalina Marketing Corporation	1/10/2001	09/756,788
4.	Catalina Marketing Corporation	2/6/2001	09/776,714
5.	Catalina Marketing Corporation	9/22/1997	08/935,116
6.	Catalina Marketing Corporation	6/7/2004	10/497,852
7.	Catalina Marketing Corporation	6/14/2004	10/498,003
8.	Catalina Marketing Corporation	4/11/2005	10/530,878
9.	Catalina Marketing Corporation	6/16/2005	11/153,377
10.	Catalina Marketing Corporation	10/30/2006	11/554,095
11.	Catalina Marketing Corporation	10/31/2006	11/554,663
12.	Catalina Marketing Corporation	3/1/2007	11/680,938
13.	Catalina Marketing Corporation	6/12/2007	11/761,813
14.	Catalina Marketing Corporation	7/31/2007	11/831,584
15.	Catalina Marketing Corporation and Meijer, Inc.	9/4/2008	12/204,480
16.	Catalina Marketing Corporation	11/23/2009	12/623,517
17.	Catalina Marketing Corporation	1/22/2010	12/692,419
18.	Catalina Marketing Corporation	4/13/2010	12/758,901
19.	Catalina Marketing Corporation	6/12/2001	09/879,825
20.	Catalina Marketing Corporation	9/10/2004	10/937,305
21.	Catalina Marketing Corporation	9/10/2004	10/937,367
22.	Catalina Marketing Corporation	9/10/2004	10/937,504
23.	Catalina Marketing Corporation	10/7/2004	10/959,566
24.	Catalina Marketing Corporation	2/14/2005	11/056,160
25.	Catalina Marketing Corporation	9/11/2007	11/853,430
26.	Catalina Marketing Corporation	6/15/2010	12/816,021
27.	Catalina Marketing Corporation	8/27/2010	12/870,764
28.	Catalina Marketing Corporation	10/31/2011	13/285,125
29.	Catalina Marketing Corporation	12/19/2011	13/330,437
30.	Catalina Marketing Corporation	5/14/2012	13/471,192
31.	Catalina Marketing Corporation	5/14/2012	13/471,220
32.	Catalina Marketing Corporation	7/9/2012	13/544,502
33.	Catalina Marketing Corporation	8/23/2012	13/593,078
34.	Modiv Media, Inc.	10/22/2003	10/691,459
35.	Modiv Media, Inc.	8/23/2005	11/209,862
36.	Modiv Media, Inc.	7/14/2006	11/486,707
37.	Modiv Media, Inc.	12/7/2007	11/952,768
38.	Modiv Media, Inc.	5/15/2008	12/121,205
39.	Modiv Media, Inc.	7/12/2011	13/181,049
40.	Modiv Media, Inc.	9/1/2011	13/224,182
41.	Catalina Marketing Corporation	7/16/2012	13/550,113
42.	Modiv Media, Inc.	8/20/2008	12/195,209
43.	Abold Licensing SA and Modiv Media, Inc.	12/20/2010	12/973,132
44.	Catalina Marketing Corporation	7/11/2012	13/546,511
45.	Catalina Marketing Corporation	3/4/2013	13/783,955

Item No.	Registered Owner/Grantor	Date of Filing	Application No.
46.	Catalina Marketing Corporation	3/4/2013	13/784,021
47.	Catalina Marketing Corporation	3/15/2013	61/798,633
48.	Catalina Marketing Corporation	7/8/2013	13/936,862
49.	Catalina Marketing Corporation	8/14/2013	13/967,286
50.	Catalina Marketing Corporation	3/15/2013	13/884,530
51.	Catalina Marketing Corporation	5/17/2013	13/896,862
52.	Catalina Marketing Corporation	6/17/2013	13/920,924
53.	Catalina Marketing Corporation	6/24/2013	13/925,667
54.	Catalina Marketing Corporation	9/26/2012	13/627,372
55.	Catalina Marketing Corporation	9/28/2012	13/630,510
56.	Catalina Marketing Corporation	10/31/2012	13/665,013
57.	Catalina Marketing Corporation	09/25/2013	14/036,866
58.	Catalina Marketing Corporation	09/25/2013	14/036,880
59.	Catalina Marketing Corporation	09/30/2013	14/041,554
60.	Catalina Marketing Corporation	10/7/2013	14/047,571