

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3805221

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CATALINA MARKETING CORPORATION | 03/29/2016 |
| MODIV MEDIA, INC. | 03/29/2016 |
| CELLFIRE INC. | 03/29/2016 |
| 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 |
| PROPERTY NUMBERS Total: 5 | |
| Property Type | Number |
| Application Number: | 14979756 |
| Application Number: | 14742993 |
| Application Number: | 14792559 |
| Application Number: | 14793688 |
| Application Number: | 62203700 |
| CORRESPONDENCE DATA | |
| Fax Number: | (617)235-9492 |
| <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> | |
| Phone: | 212-596-9167 |
| Email: | Gary.Lee@ropesgray.com |
| Correspondent Name: | GARY LEE |
| Address Line 1: | ROPES & GRAY LLP |
| Address Line 2: | 1211 AVENUE OF AMERICAS |
| Address Line 4: | NEW YORK, NEW YORK 10036-8704 |
| ATTORNEY DOCKET NUMBER: | 111382-0006 |
| NAME OF SUBMITTER: | GARY LEE |
| SIGNATURE: | /Gary Lee/ |
| DATE SIGNED: | 03/29/2016 |

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Total Attachments: 5

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of March 29, 2016, by CATALINA MARKETING CORPORATION, MODIV MEDIA, INC. and CELLFIRE INC. (each 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 Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to continue to extend credit under 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 Patent 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: Patents of such Grantor listed on Schedule I attached hereto.

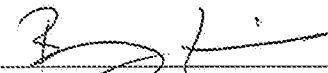
SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents 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 Patent 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 Patents under this Patent Security Agreement.

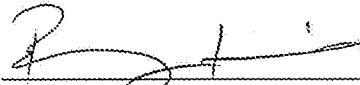
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

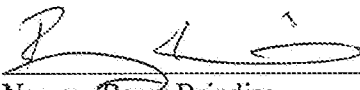
CATALINA MARKETING CORPORATION

By: 
Name: Barry Brindise
Title: Senior Vice President


MODIV MEDIA, INC.

By: 
Name: Barry Brindise
Title: Senior Vice President

CELLFIRE INC.

By: 
Name: Barry Brindise
Title: Senior Vice President

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

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

[Patent Security Agreement]

PATENT
REEL: 038125 FRAME: 0525

**Schedule I
to
PATENT SECURITY AGREEMENT
PATENT APPLICATIONS**

Please see attached.

| Owner | Firm ID Firm Case No. | Title | Country Publication No. | Application Date | Serial Number | Issue Date or Abandoned | Patent Number | Status |
|--------------------------------|-----------------------------|---|-------------------------------------|---------------------|------------------|----------------------------|------------------|---|
| Modiv Media, Inc. | 45NY- 222434 | System and Method for Administering a Loyalty Program and Processing Payments | United States | 12/28/2015 | 14/979,756 | | | PENDING Awaiting first action. |
| Catalina Marketing Corporation | 45NY- 216063 | System and Method of Encoding Item Information from a Scale in a Self-Service Scanning Solution | United States US-2015-0285671-A1 | 06/18/2015 | 14/742,993 | | | PENDING Awaiting first action. |
| Catalina Marketing Corporation | 45NY- 218127 | Dimensional Translator | United States US-2016-0063554-A1 | 07/06/2015 | 14/792,559 | | | PENDING Response to Non-Final Action due 3/22/16 |
| Cellfire Inc. | 45NY- 218128 | Delivering Targeted Advertising to Mobile Devices | United States US-2016-0034954-A1 | 07/07/2015 | 14/793,688 | | | PENDING Awaiting first action |
| Catalina Marketing Corporation | 45NY- 219538 | Systems and Methods for Wireless Point of Sale Interaction Management | United States | 08/11/2015 | 62/203,700 | | | PENDING Conversion and Foreign Filing Deadline is 8/11/16 |

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REEL: 038125 FRAME: 0527

RECORDED: 03/29/2016