

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CHECKOUT HOLDING CORP.		10/11/2013	CORPORATION: DELAWARE
CATALINA MARKETING CORPORATION		10/11/2013	CORPORATION: DELAWARE
CATALINA MARKETING PROCUREMENT, LLC		10/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA MARKETING TECHNOLOGY SOLUTIONS, INC.		10/11/2013	CORPORATION: DELAWARE
CATALINA MARKETING WORLDWIDE, LLC		10/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
CATALINA-PACIFIC MEDIA, L.L.C.		10/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
CMJ INVESTMENTS L.L.C.		10/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
MODIV MEDIA, INC.		10/11/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	901 MAIN STREET
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 81**

Property Type	Number	Word Mark
Registration Number:	1454173	CHECKOUT COUPON
Registration Number:	1630288	CHECKOUT COUPON
Registration Number:	1630024	CHECKOUT COUPON
Registration Number:	1679620	QUICK CASH

CH \$2040.00 1454173

Registration Number:	1989427	CHECKOUT PRIZES INSTANT GAME
Registration Number:	1979593	CHECKOUT REBATE
Registration Number:	1981109	PAY FOR PERFORMANCE
Registration Number:	2004234	CHECKOUT MESSAGE
Registration Number:	2161630	CHECKOUT COUPON
Registration Number:	2235203	CHECKOUT RX
Registration Number:	2232893	HEALTH RESOURCE
Registration Number:	2413513	WEB BUCKS
Registration Number:	2606388	CATALINA MARKETING
Registration Number:	2461395	CATALINA MARKETING NETWORK
Registration Number:	2624986	PHARMAWARE
Registration Number:	2664875	NUTRIENT NEWS
Registration Number:	2921959	
Registration Number:	2839579	
Registration Number:	2860092	CATALINA MARKETING
Registration Number:	2802484	CHECKOUT DIRECT
Registration Number:	3003710	CATALINA CATEGORY MARKETING
Registration Number:	3242521	CHECKOUTLINK
Registration Number:	3286304	CHECKOUT PRIZES
Registration Number:	3484922	PATIENTLINKIQ
Registration Number:	3320839	CATALINA CONNECTIONS
Registration Number:	3320840	CATALINA CONNECTIONS
Registration Number:	3320841	CONNECT WHERE IT COUNTS
Registration Number:	3332771	CATALINA PRODUCT ALERT
Registration Number:	3367215	CHECKOUT PRIZES INSTANT WIN GAME
Registration Number:	3348641	LOYALTY QUOTIENT
Registration Number:	3924183	PATIENT LINK
Registration Number:	3532406	PATIENTLINK
Registration Number:	3591238	PATIENTLINK CONSUMER HEALTH MEDIA
Registration Number:	3392641	RXCONX
Registration Number:	3541168	CHECKOUT CASH
Registration Number:	3492259	CATALINA CONSUMER BENCHMARKS
Registration Number:	3590524	CHECKOUT DISCOUNT
Registration Number:	3590526	CHECKOUT SAVINGS
Registration Number:	3694006	EPATIENTLINK

	3764786	POINTER MEDIA NETWORK
Registration Number:	3768771	POINTER MEDIA NETWORK POWERED BY CATALIN
Registration Number:	3768773	POINTER MEDIA NETWORK POWERED BY CATALIN
Registration Number:	3685543	CATALINA HEALTH RESOURCE
Registration Number:	3788228	PIVOTAL POINT CONSUMER
Registration Number:	3639480	NUTRIENT NEWS
Registration Number:	3792515	DYNAMIC ADHERENCE
Registration Number:	3805054	INTEGRATED ADHERENCE
Registration Number:	3855585	CHR
Registration Number:	3884046	YOURBUCKS
Registration Number:	3923953	SIMPLE SUBSTITUTE
Registration Number:	3923954	SIMPLE SUBSTITUTES
Registration Number:	3971357	CHECKOUT
Registration Number:	2373242	E-CENTIVES
Registration Number:	2708262	E-CENTIVES
Registration Number:	3318883	MAESTRO
Registration Number:	3944313	CATALINA
Registration Number:	4041664	COUPON NETWORK
Registration Number:	4042232	CATALINA
Registration Number:	4078238	HEALTH CONSUMER JOURNEY
Registration Number:	4079503	PATIENT JOURNEY
Registration Number:	4100261	HEALTH & WELLNESS CONSUMER JOURNEY
Registration Number:	3944365	PATIENTLINKMC
Registration Number:	3944366	ADHERENCE REWARDS
Registration Number:	4085269	CATALINA COUPONS
Registration Number:	4188125	ENGAGING INSIGHTS. HEALTHIER OUTCOMES.
Registration Number:	4191960	CATALINA HEALTH
Registration Number:	4299175	PRESCRIBERLINK
Registration Number:	4299221	MEMBERLINK
Registration Number:	4253604	CATALINA BUYERVISION
Registration Number:	4208118	PRESCRIBER CENTRIC TARGETING
Registration Number:	3366853	DELIVISION
Registration Number:	3886597	MODIV
Serial Number:	86076244	BUYERGRAPHICS
Serial Number:	85429967	CATALINA DIGITAL NETWORK

	85188771	CATALINA PRECISION BRAND BUILDING
Serial Number:	85188788	CATALINA PRECISION BRAND BUILDING
Serial Number:	85302646	CATALINAS
Serial Number:	85104629	CATALINACOUPONS
Serial Number:	85104637	CATALINACOUPONNETWORK.COM
Serial Number:	85104644	CATALINACOUPONS.COM
Serial Number:	85104641	CATALINACOUPONNETWORK

**CORRESPONDENCE DATA**

Fax Number: 6508385109  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 650-838-3743  
Email: JLIK@SHEARMAN.COM  
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

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK 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(e) 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 Trademark 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.

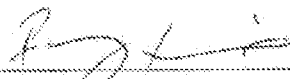
CHECKOUT HOLDING CORP., as Grantor,

By:   
Michael Barna  
Executive Vice President, Chief Financial Officer

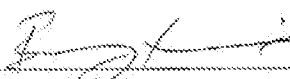
CATALINA MARKETING CORPORATION, as  
Grantor,

By:   
Michael Barna  
Executive Vice President, Chief Financial Officer

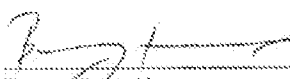
CATALINA MARKETING PROCUREMENT, LLC, as  
Grantor,

By:   
Barry Brindise  
Senior Vice President

CATALINA MARKETING TECHNOLOGY  
SOLUTIONS, INC., as Grantor,

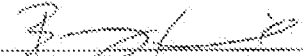
By:   
Barry Brindise  
Senior Vice President

CATALINA MARKETING WORLDWIDE, LLC, as  
Grantor,

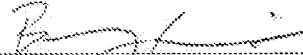
By:   
Barry Brindise  
Senior Vice President

*[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  
TRADEMARK  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

U.S. Registered Trademarks

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
1	Catalina Marketing Corporation	CHECKOUT COUPON	Registered	6/2/1986	73/602,641	8/25/1987	1,454,173
2	Catalina Marketing Corporation	CHECKOUT COUPON	Registered	1/15/1990	74/038,597	1/1/1991	1,630,288
3	Catalina Marketing Corporation	CHECKOUT COUPON (with barcode after word coupon)	Registered	3/15/1990	74/038,596	1/1/1991	1,630,024
4	Catalina Marketing Corporation	QUICK CASH	Registered	4/2/1991	74/153,879	3/17/1992	1,679,620
5	Catalina Marketing Corporation	CHECKOUT PRIZES INSTANT GAME (full sunburst design with vertical lines and bar code)	Registered	3/28/1994	74/506,091	7/30/1996	1,989,427
6	Catalina Marketing Corporation	CHECKOUT REBATE	Registered	6/2/1995	74/683,780	6/11/1996	1,979,593
7	Catalina Marketing Corporation	PAY FOR PERFORMANCE	Registered	7/14/1995	74/700,921	6/18/1996	1,981,109
8	Catalina Marketing Corporation	CHECKOUT MESSAGE	Registered	8/23/1995	74/719,257	10/1/1996	2,004,234
9	Catalina Marketing Corporation	CHECKOUT COUPON	Registered	2/11/1997	75/240,913	6/2/1998	2,161,630
10	Catalina Marketing Corporation	CHECKOUT RX	Registered	6/9/1997	75/305,451	3/23/1999	2,235,203
11	Catalina Marketing Corporation	HEALTH RESOURCE (Words Only)	Registered	6/10/1997	75/305,906	3/16/1999	2,232,893
12	Catalina Marketing Corporation	WEB BOOKS	Registered	11/18/1998	75/591,519	12/19/2000	2,413,513
13	Catalina Marketing Corporation	CATALINA MARKETING	Registered	11/2/1999	75/837,816	8/13/2002	2,666,388
14	Catalina Marketing Corporation	CATALINA MARKETING NETWORK	Registered	3/14/2000	75/943,162	6/19/2001	2,461,395
15	Catalina Marketing Corporation	PHARMAWARE and Design	Registered	9/21/2000	76/026,983	9/24/2002	2,624,986
16	Catalina Marketing Corporation	NUTRIENT NEWS	Registered	4/2/2001	76/056,214	12/17/2002	2,664,875
17	Catalina Marketing Corporation	Design: Coupon (Sideband design)	Registered	9/13/2002	76/450,846	2/1/2005	2,921,959
18	Catalina Marketing Corporation	Design: Coupon	Registered	9/13/2002	76/451,090	5/11/2004	2,839,579
19	Catalina Marketing Corporation	Catalina Marketing & Design -Equilateral triangle with three dolphins superimposed on top of the triangle	Registered	1/27/2003	76/207,443	7/6/2004	2,860,092
20	Catalina Marketing Corporation	CHECKOUT DIRECT (words only)	Registered	2/13/2003	76/214,312	1/6/2004	2,802,484
21	Catalina Marketing Corporation	CATALINA CATEGORY MARKETING	Registered	1/26/2004	76/357,603	10/3/2005	3,003,710

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
22.	Catalina Marketing Corporation	CHECKOUTLINK	Registered	8/22/2006	78/931,228	8/15/2007	3,342,521
23.	Catalina Marketing Corporation	CHECKOUT PRIZES	Registered	7/18/2006	78/931,467	8/28/2007	3,286,304
24.	Catalina Marketing Corporation	PatientLinkIQ	Registered	10/14/2005	78/733,293	8/12/2008	3,484,922
25.	Catalina Marketing Corporation	CATALINA CONNECTIONS	Registered	12/20/2005	78/777,343	10/23/2007	3,320,839
26.	Catalina Marketing Corporation	CATALINA CONNECTIONS	Registered	12/20/2005	78/777,350	10/23/2007	3,320,840
27.	Catalina Marketing Corporation	CONNECT WHERE IT COUNTS	Registered	12/20/2005	78/777,392	10/23/2007	3,320,841
28.	Catalina Marketing Corporation	CATALINA PRODUCT ALERT	Registered	7/18/2006	78/931,469	1/16/2007	3,332,271
29.	Catalina Marketing Corporation	CHECKOUT PRIZES INSTANT WIN GAME & design	Registered	8/15/2006	78/931,973	1/8/2008	3,357,215
30.	Catalina Marketing Corporation	LOYALTY QUOTIENT (Principal Register)	Registered	8/30/2006	78/963,967	12/4/2007	3,348,641
31.	Catalina Marketing Corporation	PATIENT LINK	Registered	11/23/2004	78/521,772	2/22/2011	3,824,183
32.	Catalina Marketing Corporation	PATIENTLINK	Registered	12/14/2004	78/532,228	11/11/2008	3,332,406
33.	Catalina Marketing Corporation	PATIENTLINK CONSUMER HEALTH MEDIA and design	Registered	1/31/2005	78/536,609	3/17/2009	3,591,238
34.	Catalina Marketing Corporation	RXCONX	Registered	3/8/2007	77/125,687	3/4/2008	3,392,641
35.	Catalina Marketing Corporation	CHECKOUT CASH	Registered	7/20/2007	77/234,897	12/2/2008	3,641,168
36.	Catalina Marketing Corporation	CATALINA CONSUMER BENCHMARKS	Registered	1/25/2008	77/330,859	8/26/2008	3,492,259
37.	Catalina Marketing Corporation	CHECKOUT DISCOUNT	Registered	7/11/2008	77/519,737	3/17/2009	3,590,524
38.	Catalina Marketing Corporation	CHECKOUT SAVINGS	Registered	7/11/2008	77/520,629	3/17/2009	3,590,526
39.	Catalina Marketing Corporation	EPATIENTLINK	Registered	11/3/2008	77/606,190	10/6/2009	3,694,006
40.	Catalina Marketing Corporation	POINTER MEDIA NETWORK	Registered	12/1/2008	77/623,922	3/23/2010	3,764,786
41.	Catalina Marketing Corporation	POINTER MEDIA NETWORK POWERED BY CATALINA	Registered	12/1/2008	77/623,897	3/30/2010	3,768,771
42.	Catalina Marketing Corporation	POINTER MEDIA NETWORK POWERED BY CATALINA	Registered	12/1/2008	77/623,920	3/30/2010	3,768,773
43.	Catalina Marketing Corporation	CATALINA HEALTH RESOURCE	Registered	2/18/2009	77/673,079	9/22/2009	3,685,543
44.	Catalina Marketing Corporation	PIVOTAL POINT CONSUMER	Registered	12/5/2008	77/627,629	5/11/2010	3,788,228
45.	Catalina Marketing Corporation	NUTRIENT NEWS	Registered	12/10/2008	77/630,478	6/16/2009	3,639,480
46.	Catalina Marketing Corporation	DYNAMIC ADHERENCE	Registered	8/19/2009	77/801,053	5/25/2010	3,792,515
47.	Catalina Marketing Corporation	INTEGRATED ADHERENCE	Registered	8/10/2009	77/801,049	6/15/2010	3,805,054
48.	Catalina Marketing Corporation	CFR	Registered	8/4/2009	77/796,247	10/5/2010	3,855,585

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.	Registration Date	Registration Number
49.	Catalina Marketing Corporation	YOLERBUCKS	Registered	9/18/2009	77/829,766	11/30/2010	3,884,046
50.	Catalina Marketing Corporation	SIMPLE SUBSTITUTE	Registered	10/29/2009	77/860,597	3/22/2011	3,923,953
51.	Catalina Marketing Corporation	SIMPLE SUBSTITUTES	Registered	10/29/2009	77/860,606	2/22/2011	3,923,954
52.	Catalina Marketing Corporation	CHECKOUT	Registered	11/12/2009	77/871,401	5/31/2011	3,971,337
53.	Catalina Marketing Corporation	E-CENTIVES	Registered	6/10/1997	75/306,695	8/1/2000	2,373,242
54.	Catalina Marketing Corporation	E-CENTIVES	Registered	6/8/1999	75/724,312	4/22/2003	2,708,262
55.	Catalina Marketing Corporation	MAESTRO	Registered	12/7/2000	76/177,316	10/23/2007	3,318,883
56.	Catalina Marketing Corporation	CATALINA	Registered	9/8/2010	85/125,505	4/12/2011	3,944,313
57.	Catalina Marketing Corporation	COUPON NETWORK	Registered	3/16/2011	85/269,096	10/18/2011	4,041,664
58.	Catalina Marketing Corporation	CATALINA	Registered	6/9/2011	85/342,560	10/18/2011	4,042,732
59.	Catalina Marketing Corporation	HEALTH CONSUMER JOURNEY	Registered	4/7/2011	85/289,701	12/27/2011	4,078,238
60.	Catalina Marketing Corporation	PATIENT JOURNEY	Registered	4/7/2011	85/289,700	1/3/2012	4,079,503
61.	Catalina Marketing Corporation	HEALTH & WELLNESS CONSUMER JOURNEY	Registered	4/27/2011	85/306,708	2/14/2012	4,100,261
62.	Catalina Marketing Corporation	PATIENT LINK	Registered	10/23/2010	85/159,753	4/12/2011	3,944,365
63.	Catalina Marketing Corporation	ADHERENCE REWARDS	Registered	10/23/2010	85/159,754	4/12/2011	3,944,366
64.	Catalina Marketing Corporation	CATALINA COUPONS	Registered	8/10/2010	85/975,760	1/10/2012	4,085,269
65.	Catalina Marketing Corporation	ENGAGING INSIGHTS HEALTHIER OUTCOMES	Registered	10/3/2011	85/438,271	8/7/2012	4,188,125
66.	Catalina Marketing Corporation	CATALINA HEALTH	Registered	10/3/2011	85/438,251	8/14/2012	4,191,960
67.	Catalina Marketing Corporation	PRESCRIBER LINK	Registered	1/9/2012	85/511,835	3/5/2013	4,299,175
68.	Catalina Marketing Corporation	MEMBER LINK	Registered	2/2/2012	85/532,129	3/5/2013	4,299,221
69.	Catalina Marketing Corporation	CATALINA BUYERVISION	Registered	4/16/2012	85/598,965	12/4/2012	4,253,604
70.	Catalina Marketing Corporation	PRESCRIBER CENTRIC TARGETING	Registered	6/4/2012	85/642,360	9/11/2012	4,268,118
71.	Modiv Media, Inc.	DELIVISION	Registered	11/14/2005	78/752,932	1/8/2008	3,266,853
72.	Modiv Media, Inc.	MODIV	Registered	6/5/2007	77/198,387	12/7/2010	3,888,597

### U.S. Pending Trademark Applications

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.
1.	Catalina Marketing Corporation	BUYERGRAPHICS	Pending	9/26/2013	86/076,244
2.	Catalina Marketing Corporation	CATALINA DIGITAL NETWORK	Pending	9/23/2011	85/429,967
3.	Catalina Marketing Corporation	CATALINA PRECISION BRAND BUILDING	Pending	12/1/2010	85/188,771

Item No.	Registered Owner/Grantor	Mark	Status	Date of Filing	Application Serial No.
4.	Catalina Marketing Corporation	CATALINA PRECISION BRAND BUILDING	Pending	12/1/2010	85/188,788
5.	Catalina Marketing Corporation	CATALINAS	Pending	4/22/2011	85/302,646
6.	Catalina Marketing Corporation	CATALINACOUPONS	Pending	8/10/2010	85/104,629
7.	Catalina Marketing Corporation	CATALINACOUPONNETWORK.COM	Pending	8/10/2010	85/104,637
8.	Catalina Marketing Corporation	CATALINACOUPONS.COM	Pending	8/10/2010	85/104,644
9.	Catalina Marketing Corporation	CATALINACOUPONNETWORK	Pending	8/10/2010	85/104,641