

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		12/18/2013	NATIONAL ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	CHECKOUT HOLDING CORP.
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	CORPORATION: DELAWARE

Name:	CATALINA MARKETING CORPORATION
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	CORPORATION: DELAWARE

Name:	CATALINA MARKETING PROCUREMENT, LLC
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	CATALINA MARKETING TECHNOLOGY SOLUTIONS, INC.
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA

CH \$515.00 3944366

Postal Code:	33716
Entity Type:	CORPORATION: DELAWARE

Name:	CATALINA MARKETING WORLDWIDE, LLC
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	CATALINA-PACIFIC MEDIA, L.L.C.
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	CMJ INVESTMENTS L.L.C.
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	MODIV MEDIA, INC.
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3944366	ADHERENCE REWARDS
Registration Number:	3792515	DYNAMIC ADHERENCE
Registration Number:	4188125	ENGAGING INSIGHTS. HEALTHIER OUTCOMES.
Registration Number:	3694006	EPATIENTLINK
Registration Number:	4100261	HEALTH & WELLNESS CONSUMER JOURNEY
Registration Number:	4078238	HEALTH CONSUMER JOURNEY

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Registration Number:	2232893	HEALTH RESOURCE
Registration Number:	3805054	INTEGRATED ADHERENCE
Registration Number:	4299221	MEMBERLINK
Registration Number:	2664875	NUTRIENT NEWS
Registration Number:	3639480	NUTRIENT NEWS
Registration Number:	4079503	PATIENT JOURNEY
Registration Number:	3924183	PATIENT LINK
Registration Number:	3532406	PATIENTLINK
Registration Number:	3591238	PATIENTLINK CONSUMER HEALTH MEDIA
Registration Number:	3484922	PATIENTLINKIQ
Registration Number:	3944365	PATIENTLINKMC
Registration Number:	2624986	PHARMAWARE
Registration Number:	4208118	PRESCRIBER CENTRIC TARGETING
Registration Number:	4299175	PRESCRIBERLINK

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:	12/19/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (the "*Release*") dated as of December 18, 2013, is made by Bank of America, N.A. as collateral agent (together with any successor collateral agent appointed pursuant to the Credit Agreement, the "*Collateral Agent*") for the Secured Parties in favor of Checkout Holdings Corp. ("*Holdings*"), a Delaware corporation, Catalina Marketing Corporation, a Delaware corporation (the "*Borrower*") and each of the subsidiaries of the Borrower listed on Annex A of the Credit Agreement, including Catalina Marketing Procurement, LLC, Catalina Marketing Technology Solutions, Inc., Catalina Marketing Worldwide, LLC, Catalina-Pacific Media, L.L.C., CMJ Investments, L.L.C. and Modiv Media, Inc. (collectively with Borrower and Holdings, the "*Grantors*"). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in that certain Security Agreement, dated October 11, 2013, among the Grantors and Collateral Agent.

WHEREAS, pursuant to the Security Agreement, the Grantors executed that certain Trademark Security Agreement, dated as of October 11, 2013 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "*Trademark Agreement*") whereby the Grantors granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 24, 2013 at Reel 05138 and Frame 0816;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases its security interest in all of the Grantors' right, title and interest in and to the following (the "*Collateral*");

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the "*Trademarks*");

(ii) all reissues, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantors accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

Trademark Security Agreement Release

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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Trademark Security Agreement Release

TRADEMARK
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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Bank of America, N.A.
as Collateral Agent

By: *Darleen R Parmelee*

Name: Darleen R Parmelee

Title: Assistant Vice President

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TRADEMARK
REEL: 005178 FRAME: 0624

Schedule A

Title	Country	Serial No.	Registration No.
ADHERENCE REWARDS	U.S.	85/159,754	3,944,366
DYNAMIC ADHERENCE	U.S.	77/801,053	3,792,515
ENGAGING INSIGHTS. HEALTHIER OUTCOMES.	U.S.	85/438,271	4,188,125
ePatientLink	U.S.	77/606,190	3,694,006
HEALTH & WELLNESS CONSUMER JOURNEY	U.S.	85/306,708	4,100,261
HEALTH CONSUMER JOURNEY	U.S.	85/289,701	4,078,238
HEALTH RESOURCE	U.S.	75/305,906	2,232,893
INTEGRATED ADHERENCE	U.S.	77/801,049	3,805,054
MEMBERLINK	U.S.	85/532,129	4,299,221
NUTRIENT NEWS	U.S.	78/056,214	2,664,875
NUTRIENT NEWS	U.S.	77/630,478	3,639,480
PATIENT JOURNEY	U.S.	85/289,700	4,079,503
PATIENT LINK	U.S.	78/521,772	3,924,183
PATIENTLINK	U.S.	78/532,228	3,532,406
PATIENTLINK CONSUMER HEALTH MEDIA (& DESIGN)	U.S.	78/556,609	3,591,238

PATIENTLINKIQ	U.S.	78/733,205	3,484,922
PATIENTLINKMC	U.S.	85/159,753	3,944,365
PHARMAWARE	U.S.	78/026,983	2,624,986
PRESCRIBER CENTRIC TARGETING	U.S.	85/642,360	4,208,118
PRESCRIBERLINK	U.S.	85/511,835	4,299,175

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