

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		02/15/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CATALINA MARKETING CORPORATION
Street Address:	200 CARILLON PARKWAY
City:	ST. PETERSBURG
State/Country:	FLORIDA
Postal Code:	33716
Entity Type:	Corporation: DELAWARE
Name:	CELLFIRE INC.
Street Address:	2890 ZANKER ROAD
Internal Address:	SUITE 200
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	342853	
Registration Number:	3663095	CELLFIRE
Registration Number:	3663093	CF
Serial Number:	86287069	MY FAVORITE DEALS
Serial Number:	86780386	BUYERGRAPHICS
Serial Number:	87027324	CATX

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: 2165863939

Email: dpuljic@jonesday.com

TRADEMARK

Correspondent Name: Daniel Puljic / JONES DAY
Address Line 1: 901 Lakeside Avenue
Address Line 2: North Point
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 943772-600001

NAME OF SUBMITTER: DANIEL PULJIC

SIGNATURE: /Daniel Puljic/

DATE SIGNED: 02/21/2019

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN
TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of February 15, 2019, is made by BANK OF AMERICA, N.A. (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to each of (i) the Trademark Security Agreement dated November 26, 2014 (the "2014 Trademark Security Agreement"), (ii) the Trademark Security Agreement dated March 29, 2016 (the "2016 Trademark Security Agreement") and (iii) the Trademark Security Agreement dated March 6, 2017 (the "2017 Trademark Security Agreement" and together with the 2014 Trademark Security Agreement and the 2016 Trademark Security Agreement, the "Trademark Security Agreements"), a lien on and security interest (the "Security Interest") was granted by CATALINA MARKETING CORPORATION and CELLFIRE INC., as applicable (collectively, the "Grantors"), to the Secured Party in the Trademark Collateral (as hereinafter defined);

WHEREAS, (i) the 2014 Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 8, 2015, at Reel/Frame 5494/0490, (ii) the 2016 Trademark Security Agreement was recorded on March 29, 2016, at Reel/Frame 5760/0239, and (iii) the 2017 Trademark Security Agreement was recorded on March 7, 2016, at Reel/Frame 6004/0859; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' rights, titles and interests of every kind and nature in, to and under the Trademarks and proceeds thereof, including without limitation the trademarks and trademark applications listed on Schedule 1 hereto. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreements.

2. Release of Security Interest. The Secured Party, without representation, warranty or recourse, hereby terminates, releases and discharges any and all security interests in the Trademark Collateral, including the Trademark Collateral listed on Schedule 1 hereto, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

3. Recordation. The Secured Party authorizes the United States Commissioner for Trademarks or any other applicable government officer to record this Termination and Release at the Grantors' expense.

4. Further Assurances. The Secured Party agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Termination and Release.


5. Execution. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

6. Governing Law. **THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CHOICE OR CONFLICT OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[Signature page follows]

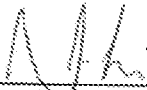
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.
as the Secured Party

By: 
Name: Bridget J. Manduk Mowry
Title: Vice President

ACKNOWLEDGED:

WILMINGTON SAVINGS FUND SOCIETY, FSB
as the successor agent



By: 
Name: Geoffrey J. Lewis
Title: Vice President

Schedule 1

TRADEMARKS

A. Reel/Frame: 5494/0490

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Cellfire Inc.	3428253	CELLFIRE
Cellfire Inc.	3663095	CELLFIRE
Cellfire Inc.	3663093	
Cellfire Inc.	3663094	

Applications: None.

B. Reel/Frame: 5760/0239

Owner	Mark/Name	Serial Number	Filing Date	Reg. Date	Reg. No.	Int'l Classes
Catalina Marketing Corporation	MY FAVORITE DEALS	86287069	May 20, 2014	N/A	N/A	35
Catalina Marketing Corporation	BUYERGRAPHICS	86780386	October 7, 2015	N/A	N/A	35

C. Reel/Frame 6004/0859:

Owner	Mark/Name	Serial Number	Filing Date	Reg. Date	Reg. No.	Int'l Classes
Catalina Marketing Corporation	CATX (U.S.A.)	87/027324 (Pending ITU)	05/06/2016	N/A	N/A	16, 35, 42