

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CATALINA MARKETING CORPORATION		09/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS AMERICAS LLC, as collateral agent		
Street Address:	3 Second St.		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3428253	CELLFIRE	
Registration Number:	3663095	CELLFIRE	
Registration Number:	3663093	CF	
Registration Number:	4938803	BUYERGRAPHICS	
Registration Number:	4923410	MY FAVORITE DEALS	
Registration Number:	3944313	CATALINA	
Registration Number:	4253604	CATALINA BUYERVISION	
Registration Number:	3003710	CATALINA CATEGORY MARKETING	
Registration Number:	2802484	CHECKOUT DIRECT	
Registration Number:	3971357	CHECKOUT	
Registration Number:	2839579		
Registration Number:	2921959		
Registration Number:	2606388	CATALINA MARKETING	
Registration Number:	2161630	CHECKOUT COUPON	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Adam Bernstein
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	A.Bernstein - 34225.0007
NAME OF SUBMITTER:	Adam Bernstein
SIGNATURE:	/Adam Bernstein/
DATE SIGNED:	09/09/2022

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of September 8, 2022, by CATALINA MARKETING CORPORATION (“**Grantor**”), in favor of GLAS AMERICAS LLC, in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 8, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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 Trademark Collateral. The Grantor hereby pledges and grants to the Collateral 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 of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

CATALINA MARKETING CORPORATION

DocuSigned by:

By:

Michael Huffmaster

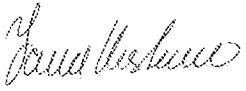
Name: Michael Huffmaster

Title: Chief Financial Officer & Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007843 FRAME: 0649




GLAS AMERICAS LLC,
as Collateral Agent

By: 
Name: **Yana Kisenko**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

Schedule I

TRADEMARK REGISTRATIONS AND USE APPLICATIONS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
CELLFIRE	78704651	8/31/05	3428253	5/13/08	Catalina Marketing Corporation	Registered
CELLFIRE	77620982	11/24/08	3663095	8/4/09	Catalina Marketing Corporation	Registered
CF 	77620943	11/24/08	3663093	8/4/09	Catalina Marketing Corporation	Registered
BUYERGRAPHICS	86780386	10/7/15	4938803	4/12/16	Catalina Marketing Corporation	Registered
MY FAVORITE DEALS	86287069	5/10/14	4923410	3/22/16	Catalina Marketing Corporation	Registered
CATALINA	85125505	9/8/10	3944313	4/12/11	Catalina Marketing Corporation	Registered
CATALINA BUYERVISION	85598965	4/16/12	4253604	12/4/12	Catalina Marketing Corporation	Registered
CATALINA CATEGORY MARKETING	78357603	1/26/04	3003710	10/4/05	Catalina Marketing Corporation	Registered
CHECKOUT DIRECT	78214312	2/13/13	2802484	1/6/04	Catalina Marketing Corporation	Registered
CHECKOUT	77871401	11/12/09	3971357	5/31/11	Catalina Marketing Corporation	Registered
Rectangular Shaped Coupon Design 	76451090	9/13/02	2839579	5/11/04	Catalina Marketing Corporation	Registered
Rectangular Shaped Coupon Design 	76450846	9/13/02	2921959	2/1/05	Catalina Marketing Corporation	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
CATALINA MARKETING	75837816	11/2/99	2606388	8/13/02	Catalina Marketing Corporation	Registered
CHECKOUT COUPON <u>CHECKOUT COUPON</u>	75240913	2/11/97	2161630	6/2/98	Catalina Marketing Corporation	Registered