

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CATALINA MARKETING CORPORATION		05/10/2023	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: 12			
Property Type	Number	Word Mark	
Registration Number:	6235710	888-COUPONS	
Registration Number:	3944313	CATALINA	
Registration Number:	4253604	CATALINA BUYERVISION	
Registration Number:	3003710	CATALINA CATEGORY MARKETING	
Registration Number:	3428253	CELLFIRE	
Registration Number:	3663095	CELLFIRE	
Registration Number:	3663093	CF	
Registration Number:	3971357	CHECKOUT	
Registration Number:	2161630	CHECKOUT COUPON	
Registration Number:	2802484	CHECKOUT DIRECT	
Registration Number:	2921959		
Registration Number:	2839579		
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	2147467700		
Email:	juan.arias@weil.com		

CH \$315.00 6235710

Correspondent Name: Brendan Conley
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 200 Crescent Court, Suite 300
Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER: B.Conley - 34225.0009

NAME OF SUBMITTER: Brendan Conley

SIGNATURE: /Brendan Conley/

DATE SIGNED: 05/10/2023

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of May 10, 2023, 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 May 10, 2023 (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. Each 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 such Grantor: Trademarks of such 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 affirm 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 such 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.]

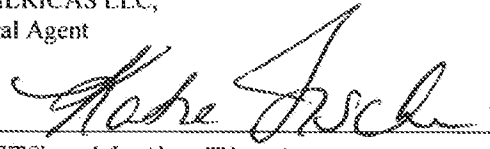
CATALINA MARKETING CORPORATION, as
Grantor

By: 
Name: Michael Huffmaster
Title: Chief Financial Officer

[Trademark Security Agreement]

GLAS AMERICAS LLC,
as Collateral Agent

By:



Name:

Katie Fischer

Title:

Vice President

[*Trademark Security Agreement*]

WEIL:199126068/4134225.0007

TRADEMARK
REEL: 008069 FRAME: 0177

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Catalina Marketing Corporation	6235710	888-COUPONS
Catalina Marketing Corporation	3944313	CATALINA
Catalina Marketing Corporation	4253604	CATALINA BUYERVISION
Catalina Marketing Corporation	3003710	CATALINA CATEGORY MARKETING
Catalina Marketing Corporation	3428253	CELLFIRE
Catalina Marketing Corporation	3663095	CELLFIRE
Catalina Marketing Corporation	3663093	CF & Design
Catalina Marketing Corporation	3971357	CHECKOUT
Catalina Marketing Corporation	2161630	CHECKOUT COUPON & Design
Catalina Marketing Corporation	2802484	CHECKOUT DIRECT (Stylized)
Catalina Marketing Corporation	2921959	Rectangular Shaped Coupon Design
Catalina Marketing Corporation	2839579	Rectangular Shaped Coupon Design