

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harland Clarke Corp.		08/31/2017	Corporation: DELAWARE
Scantron Corporation		08/31/2017	Corporation: DELAWARE
Checks in the Mail, Inc.		08/31/2017	Corporation: DELAWARE
NCP Solutions, LLC		08/31/2017	Limited Liability Company: DELAWARE
NCH Marketing Services, Inc.		08/31/2017	Corporation: DELAWARE
Valassis Digital, Inc.		08/31/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent and Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4156407	BENCHMARK
Registration Number:	3173451	INVOLVED IN YOUR SUCCESS
Registration Number:	4202793	LAUNCH
Registration Number:	2718800	
Registration Number:	1204802	NCH
Registration Number:	1459478	SMARTSCAN
Registration Number:	5257102	VALASSIS APIO
Registration Number:	5085339	VALASSIS DIGITAL
Registration Number:	5159449	VALASSIS DIGITAL
Registration Number:	5254780	AFFIANCESUITE
Registration Number:	4848049	CHECKASSURE
Serial Number:	87449828	GRC SPOTLIGHT
Registration Number:	5207599	IMAGEMATCH
Registration Number:	4711582	INTELLICAPTURE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5034635	PHOTO SAFE DEPOSIT
Registration Number:	4989557	PHOTO SAFE DEPOSIT
Registration Number:	4993294	VERICAST

CORRESPONDENCE DATA

Fax Number: 8777697945

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: 858-678-4304

Email: bacaj@fr.com

Correspondent Name: John Phillips

Address Line 1: PO Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 35613.0001001

NAME OF SUBMITTER: John Phillips

SIGNATURE: /John Phillips/

DATE SIGNED: 09/11/2017

Total Attachments: 24

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 31, 2017 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Supplement"), is made by each of the signatories hereto (each, a "Grantor" and collectively, the "Grantors") in favor of Citibank, N.A., a national banking association with offices located at 390 Greenwich Street, 1st Floor, New York, NY 10014, as administrative agent and collateral agent (in such capacities and together with its successors, the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Harland Clarke Holdings Corp., a Delaware corporation (the "Borrower"), entered into a Credit Agreement, dated as of February 20, 2013 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, CA Acquisition Holdings, Inc., a Delaware corporation ("Holdings"), the subsidiary co-borrowers from time to time party thereto, the banks, financial institutions and other entities from time to time party thereto and the Agent.

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings, the Grantors and each of the other subsidiary guarantors entered into that certain Guarantee and Collateral Agreement, dated as of February 20, 2013, in favor of the Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors entered into one or more of the following agreements (collectively, the "Intellectual Property Security Agreements"):

1. that certain Intellectual Property Security Agreement, dated as of February 20, 2013, made by Harland Clarke Corp., which was recorded with the United States Copyright Office at Volume 3627, Document 564 and recorded with the United States Patent and Trademark Office at Reel 4994, Frame 0915 and Reel 029919, Frame 0487;
2. that certain Intellectual Property Security Agreement, dated as of February 20, 2013, made by Scantron Corporation, which was recorded with the United States Copyright Office at Volume 3627, Document 875 and recorded with the United States Patent and Trademark Office at Reel 4994, Frame 0965; and Reel 029919, Frame 0552;
3. that certain Intellectual Property Security Agreement, dated as of February 20, 2013, made by Checks in the Mail, Inc., which was recorded with the United States Copyright Office at Volume 3626, Document 663 and recorded with the

United States Patent and Trademark Office at Reel 4980, Frame 0764; and Reel 029903, Frame 0513;

4. that certain After-Acquired Intellectual Property Security Agreement, dated as of April 9, 2013, made by Harland Clarke Corp., which was recorded with the United States Patent and Trademark Office at Reel 5009, Frame 0144;
5. that certain After-Acquired Intellectual Property Security Agreement, dated as of July 15, 2013, made by Harland Clarke Corp., which was recorded with the United States Patent and Trademark Office at Reel 5102, Frame 0841;
6. that certain After-Acquired Intellectual Property Security Agreement, dated as of July 15, 2013, made by Scantron Corporation, which was recorded with the United States Patent and Trademark Office at Reel 5102, Frame 0475;
7. that certain After-Acquired Intellectual Property Security Agreement, dated as of July 15, 2013, made by Checks in the Mail, Inc., which was recorded with the United States Patent and Trademark Office at Reel 5102, Frame 0459;
8. that certain Intellectual Property Security Agreement, dated as of January 24, 2014, made by NCP Solutions, LLC, which was recorded with the United States Patent and Trademark Office at Reel 5201, Frame 0327;
9. that certain Intellectual Property Security Agreement, dated as of February 4, 2014, made by Valassis Communications, Inc., which was recorded with the United States Copyright Office at Volume 9909, Document 814 and recorded with the United States Patent and Trademark Office at Reel 5211, Frame 0950; Reel 032172, Frame 0884;
10. that certain Intellectual Property Security Agreement, dated as of February 4, 2014, made by Valassis Direct Mail, Inc., which was recorded with the United States Patent and Trademark Office at Reel 5212, Frame 001;
11. that certain Intellectual Property Security Agreement, dated as of February 4, 2014, made by Valassis In-Store Solutions, Inc., which was recorded with the United States Patent and Trademark Office at Reel 032228, Frame 0987;
12. that certain Intellectual Property Security Agreement, dated as of February 4, 2014, made by MailCoups, Inc., which was recorded with the United States Patent and Trademark Office at Reel 5211, Frame 0975;
13. that certain Intellectual Property Security Agreement, dated as of February 4, 2014, made by NCH Marketing Services, Inc., which was recorded with United States Patent and Trademark Office at Reel 032174, Frame 0261;
14. that certain Intellectual Property Security Agreement, dated as of February 4, 2014, made by Brand.net, Inc. (predecessor-in-interest to Valassis Digital, Inc.),

which was recorded with the United States Patent and Trademark Office at Reel 5218, Frame 0661; and Reel 032276, Frame 0463; and

15. that certain Intellectual Property Security Agreement, dated as of May 23, 2017, made by RetailMeNot, Inc., GiftcardZen Inc, YSL Ventures, Inc., CSB Acquisition Co, LLC, Smallponds LLC, RNOT, LLC, Spectrawide Acquisition Co., LLC, CLTD Acquisition Co., LLC and Deals.com, LLC which was recorded with the United States Patent and Trademark Office at Reel 6067, Frame 0974; and Reel 042494, Frame 0822.

WHEREAS, pursuant to the Intellectual Property Security Agreements, the Grantors granted to the Agent a security interest in certain Intellectual Property, including the trademarks, patents and copyrights set forth in the schedules to each of the Intellectual Property Security Agreements; and

WHEREAS, the Grantors now wish to add to and supplement the schedules to the Intellectual Property Security Agreements and to grant to the Agent a security interest in the Supplemental Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

I. GRANT OF SECURITY.

Each Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following of such Grantor, to the extent not already subject to a security interest grant under the Intellectual Property Security Agreements (the “Supplemental Intellectual Property Collateral”), now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule A attached hereto except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to

sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents of the United States, any other country, or union of countries or any political subdivision of any of the foregoing, and all applications in connection therewith, including all patents and patent applications in the United States Patent and Trademark Office (including those listed on Schedule B attached hereto), (ii) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (iii) all inventions (whether or not patentable) and all improvements thereof, (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (v) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (including those registrations and applications listed on Schedule C attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages or payments for past, present or future infringements thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world; and

(d) solely to the extent that any Grantor has recorded its interest therein with the United States Copyright Office or the United States Patent and Trademark Office, exclusive Trademark Licenses, exclusive Patent Licenses and exclusive Copyright Licenses, including those agreements listed on Schedule D attached hereto, and all rights to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

II. RECORDATION.

Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights or any other applicable government officer record this Supplement.

III. EXECUTION IN COUNTERPARTS.

This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Supplement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Supplement.

IV. GOVERNING LAW.

This Supplement shall be construed in accordance with and governed by the laws of the State of New York.

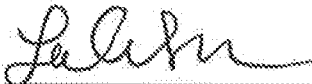
V. CONFLICT PROVISION.

This Supplement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Supplemental Intellectual Property Collateral are more fully set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Supplement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

Harland Clarke Corp.
Scantron Corporation
Checks in the Mail, Inc.
NCP Solutions, LLC
Valassis Communications, Inc.
Valassis Direct Mail, Inc.
Valassis In-Store Solutions, Inc.
MailCoups, Inc.
NCH Marketing Services, Inc.
Valassis Digital, Inc.
RetailMeNot, Inc.
GiftcardZen Inc
YSL Ventures, Inc.
CSB Acquisition Co, LLC
Smallponds, LLC
RNOT, LLC
Spectrawide Acquisition Co., LLC
CLTD Acquisition Co., LLC
Deals.com, LLC

By: 

Name: Lee Ann Stevenson

Title: Secretary

**SCHEDULE A
TRADEMARKS**

Trademarks - Valassis:

Mark	Country	Filing Date	Reg. Date	Reg. No. [App. No.]	Owner
ADPOP	UNITED STATES	07/27/2011	06/26/2012	4,163,638	Valassis Communications, Inc.
AMERICA'S LOOKING FOR ITS MISSING CHILDREN	UNITED STATES	04/30/1992	02/23/1993	1,754,368	Valassis Direct Mail Inc.
BENCHMARK & Design	UNITED STATES	08/18/2010	06/12/2012	4,156,407	NCH Marketing Services, Inc.
BLADEPOP	UNITED STATES	07/27/2011	11/13/2012	4,240,223	Valassis Communications, Inc.
COUPONPOP	UNITED STATES	07/27/2011	06/26/2012	4,163,636	Valassis Communications, Inc.
FLOORPOP	UNITED STATES	08/03/2011	06/26/2012	4,163,659	Valassis Communications, Inc.
HAVE YOU SEEN ME?	UNITED STATES	09/27/2010	06/05/2012	4,152,532	Valassis Communications, Inc.
HAVE YOU SEEN US?	UNITED STATES	01/07/2011	03/19/2013	4,305,711	Valassis Communications, Inc.
INFOPOP	UNITED STATES	07/27/2011	06/26/2012	4,163,637	Valassis Communications, Inc.
INVOLVED IN YOUR SUCCESS	UNITED STATES	06/09/2005	11/21/2006	3,173,451	NCH Marketing Services, Inc.
LAUNCH & Design	UNITED STATES	05/07/2010	09/04/2012	4,202,793	NCH Marketing Services, Inc.
LOCAL COUPONS, SUPER SAVINGS.	UNITED STATES	12/23/2003	01/25/2005	2,921,856	MailCoups, Inc.
MARKETEXPERT Stylized	UNITED STATES	08/10/1992	11/30/1993	1,807,165	Valassis Communications, Inc.
MFP ON DEMAND	UNITED STATES	03/28/2011	12/17/2013	4,451,701	Valassis Digital, Inc.
Miscellaneous Design	UNITED STATES	02/08/2002	05/27/2003	2,718,800	NCH Marketing Services, Inc.

NCH	UNITED STATES	06/19/1981	08/10/1982	1,204,802	NCH Marketing Services, Inc.
PLUMVALUES FROM REDPLUM	UNITED STATES	05/10/2011	04/03/2012	4,123,092	Valassis Communications, Inc.
PROMOTION WATCH	UNITED STATES	05/03/1984	02/19/1985	1,321,205	Valassis Communications, Inc.
PROMOTION WATCH and Design	UNITED STATES	05/16/1991	09/15/1992	1,716,341	Valassis Communications, Inc.
PURCHASE PRECISION TECHNOLOGY	UNITED STATES	12/07/2012	08/27/2013	4,391,252	Valassis Communications, Inc.
REDPLUM	UNITED STATES	05/25/2007	08/05/2008	3,481,743	Valassis Communications, Inc.
REDPLUM & Design	UNITED STATES	08/22/2007	08/05/2008	3,481,900	Valassis Communications, Inc.
REDPLUM SOCIAL SAVINGS	UNITED STATES	02/09/2012	09/24/2013	4,405,459	Valassis Communications, Inc.
RE-IMAGINE REACH	UNITED STATES	01/29/2013	01/21/2014	4,469,081	Valassis Communications, Inc.
RETAIL CONNECTION	UNITED STATES	06/23/1999	03/07/2000	2,326,920	Valassis Communications, Inc.
SAVE.COM Stylized	UNITED STATES	11/19/2012	02/18/2014	4,483,502	Valassis Communications, Inc.
SMARTSCAN	UNITED STATES	06/05/1986	09/29/1987	1,459,478	NCH Marketing Services, Inc.
SOCIAL ATTITUDE	UNITED STATES	11/30/2011	05/22/2012	4,148,104	Valassis Digital, Inc.
SUPER COUPS	UNITED STATES	02/13/1995	01/02/1996	1,945,801	MailCoups, Inc.
SUPERCUPS	UNITED STATES	08/30/2000	08/19/2003	2,751,684	MailCoups, Inc.
TARGET NAVIGATOR	UNITED STATES	02/17/2000	04/30/2002	2,565,919	Valassis Communications, Inc.
TARGETEXPERT	UNITED STATES	05/11/1998	03/21/2000	2,330,922	Valassis Communications, Inc.
VALASSIS	UNITED STATES	03/10/2000	02/19/2002	2,539,250	Valassis Communications, Inc.
VALASSIS APIO	UNITED STATES	01/19/2016	N/A	[86/879,328]	Valassis Digital, Inc.

VALASSIS DIGITAL	UNITED STATES	01/20/2016	11/22/2016	5,085,339	Valassis Digital, Inc.
VALASSIS DIGITAL	UNITED STATES	06/09/2016	03/14/2017	5,159,449	Valassis Digital, Inc.
VALASSIS RELATIONSHIP MARKETING SYSTEMS	UNITED STATES	10/13/2000	01/21/2003	2,678,771	Valassis Communications, Inc.
VALASSIS Stylized	UNITED STATES	03/13/2001	09/10/2002	2,618,913	Valassis Communications, Inc.
VRMS	UNITED STATES	10/13/2000	06/25/2002	2,586,470	Valassis Communications, Inc.

Trademarks - Scantron:

Owner	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Country
Scantron Corporation	AffianceSuite	87/225,203	11/03/2016	N/A	N/A	US
Scantron Corporation	ACHIEVEMENT SERIES	78358722	Jan-28-2004	2974457	Jul-19-2005	US
Scantron Corporation	CLASS CLIMATE	78536545	Dec-21-2004	3108095	Jun-20-2006	US
Scantron Corporation	CLASS EXAM	85686271	Jul-25-2012	4430164	Nov-05-2013	US
Scantron Corporation	COGNITION	78489994	Sep-27-2004	3108001	Jun-20-2006	US
Scantron Corporation	COGNITION ONDEMAND	85763968	Oct-25-2012	4317259	Apr-09-2013	US
Scantron Corporation	COMPUTEST	73449092	Oct-21-1983	1324429	Mar-12-1985	US
Scantron Corporation	EZDATA	76557512	Oct-20-2003	2943425	Apr-26-2005	US

Scantron Corporation	MARK REFLEX	73534662	Apr-29-1985	1367582	Oct-29-1985	US
Scantron Corporation	MPOWERPRINT	77811048	Aug-24-2009	3938625	Mar-29-2011	US
Scantron Corporation	OPSCAN	72293439	Mar-18-1968	856495	Sep-10-1968	US
Scantron Corporation	PARSCORE	77787878	Jul-23-2009	3792458	May-25-2010	US
Scantron Corporation	PARSYSTEM	77787876	Jul-23-2009	3792457	May-25-2010	US
Scantron Corporation	PARTEST	77787881	Jul-23-2009	3792459	May-25-2010	US
Scantron Corporation	PARTSCOMMAND	78129972	May-20-2002	2855002	Jun-15-2004	US
Scantron Corporation	PERFORMANCE SERIES	78359276	Jan-29-2004	2934891	Mar-22-2005	US
Scantron Corporation	SAFETY CAPTURE	85427577	Sep-20-2011	4238977	Nov-6-2012	US
Scantron Corporation	SCANBOOK	74245850	Feb-11-1992	1801914	Nov-2-1993	US
Scantron Corporation	SCAN-DR	74135812	Feb-4-1991	1677440	Mar-3-1992	US
Scantron Corporation	SCANPAK	73339635	Dec-2-1981	1240032	May-31-1983	US
Scantron Corporation	SCANTOOLS	73632767	Nov-28-1986	1483143	Apr-5-1988	US
Scantron Corporation	SCANTRON	74030850	Feb-20-1990	1625778	Dec-4-1990	US

Scantron Corporation	SCANTRON	76271869	Jun-15-2001	2801736	Jan-6-2004	US
Scantron Corporation	SCANTRON	78150124	Aug-2-2002	2861345	Jul-6-2004	US
Scantron Corporation	SELFScore	74541486	Jun-23-1994	1936222	Nov-14-1995	US
Scantron Corporation	SERVICE COMMAND	85159012	Oct-22-2010	3996667	Jul-19-2011	US
Scantron Corporation	SERVICECOMMAND	78080604	Aug-22-2001	2780634	Nov-4-2003	US
Scantron Corporation	SKILLS CONNECTION ONLINE	85159531	Oct-22-2010	4001603	Jul-26-2011	US
Scantron Corporation	TRANS-OPTIC	72416623	Feb-25-1972	976393	Jan-8-1974	US
Scantron Corporation	TRANS-OPTIC	73645766	Feb-20-1987	1482304	Mar-29-1988	US

Harland Clarke - Trademarks:

Owner	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Country
CHECKS IN THE MAIL, INC.	American Bank Checks	85515438	Jan-12-2012	4259452	Dec-11-2012	US
CHECKS IN THE MAIL, INC.	Best Value Checks	85408397	Aug-26-2011	4182167	Jul-31-2012	US

CHECKS IN THE MAIL, INC.	BEST VALUE CHECKS SHOP ONLINE FOR LESS... BESTVALUECHECKS.COM (logo)	85408757	Aug-26-2011	4170610	Jul-10-2012	US
CHECKS IN THE MAIL, INC.	BestValueChecks.com	85408749	Aug-26-2011	4189355	Aug-14-2012	US
CHECKS IN THE MAIL, INC.	BUSINESS PRINTING MADE EASY	75927333	Feb-24-2000	2452261	May-15-2001	US
CHECKS IN THE MAIL, INC.	CHECK ARMOR	85427548	Sep-20-2011	4135521	May-1-2012	US
CHECKS IN THE MAIL, INC.	CHECKS FROM THE HEART	78086013	Sep-28-2001	2768147	Sep-23-2003	US
CHECKS IN THE MAIL, INC.	CHECKS IN THE MAIL	76464879	Oct-31-2002	2763987	Sep-16-2003	US
CHECKS IN THE MAIL, INC.	CHECKS IN THE MAIL	73755678	Oct-3-1988	1564421	Nov-7-1989	US
CHECKS IN THE MAIL, INC.	CHECKSAFE	75056492	Feb-12-1996	2350407	May-16-2000	US
CHECKS IN THE MAIL, INC.	CHECKSAFE	85907752	Apr-18-2013	4664383	Dec-30-2014	US
CHECKS IN THE MAIL, INC.	CITM	74453493	Oct-27-1993	1857680	Oct-11-1994	US

CHECKS IN THE MAIL, INC.	DEBIT CADDY	78699754	Aug-24-2005	3326592	Oct-30-2007	US
CHECKS IN THE MAIL, INC.	Express Your Style In Print	85140219	Sep-28-2010	4119276	Mar-27-2012	US
CHECKS IN THE MAIL, INC.	EXPRESSIONERY	77107103	Feb-14-2007	3342914	Nov-27-2007	US
CHECKS IN THE MAIL, INC.	EXPRESSIONERY.COM	85140240	Sep-28-2010	4119277	Mar-27-2012	US
CHECKS IN THE MAIL, INC.	EXPRESSIONERY.COM	85140200	Sep-28-2010	4119275	Mar-27-2012	US
CHECKS IN THE MAIL, INC.	IPRINT	75160025	Sep-3-1996	2157574	May-12-1998	US
CHECKS IN THE MAIL, INC.	IPRINT	75556966	Sep-21-1998	2484168	Sep-4-2001	US
CHECKS IN THE MAIL, INC.	IPRINT.COM	75579373	Oct-29-1998	2511396	Nov-27-2001	US
CHECKS IN THE MAIL, INC.	IPRINT.COM	76044955	May-9-2000	2506049	Nov-13-2001	US
CHECKS IN THE MAIL, INC.	MICHELANGELO	74453759	Oct-27-1993	1852398	Sep-6-1994	US
CHECKS IN THE MAIL, INC.	PICTURE THIS!	78401208	Apr-13-2004	3026940	Dec-13-2005	US

CHECKS IN THE MAIL, INC.	SECURE TRACK	77238486	Jul-25-2007	3544463	Dec-9-2008	US
CHECKS IN THE MAIL, INC.	TAG ALONG	74516879	Apr-25-1994	1887140	Apr-4-1995	US
HARLAND CLARKE CORP.	ACQUISITION ACCELERATOR	77466151	May-5-2008	3549783	Dec-23-2008	US
HARLAND CLARKE CORP.	ADDRESSNET	75443122	Mar-2-1998	2280087	Sep-21-1999	US
HARLAND CLARKE CORP.	AMERICAN TREASURES	75228699	Jan-21-1997	2127321	Jan-6-1998	US
HARLAND CLARKE CORP.	BUSINESS COMPANION	75307577	Jun-12-1997	2211844	Dec-15-1998	US
HARLAND CLARKE CORP.	BUSINESS SOLUTIONS	77822065	Sep-8-2009	3786455	May-4-2010	US
HARLAND CLARKE CORP.	C.O.R.E.	74594885	Nov-4-1994	1942489	Dec-19-1995	US
HARLAND CLARKE CORP.	CAPRI	78093166	Nov-14-2001	2660916	Dec-10-2002	US
HARLAND CLARKE CORP.	CHECKFOLIO	85381527	Jul-26-2011	4309803	Mar-26-2013	US
HARLAND CLARKE CORP.	CHECKASSURE	86565349	Mar-16-2015	4848049	Nov-3-2015	US

HARLAND CLARKE CORP.	CHECKPRO	75398329	Dec-1-1997	2308339	Jan-18-2000	US
HARLAND CLARKE CORP.	CHECKPROTECT	78627919	May-11-2005	3231105	Apr-17-2007	US
HARLAND CLARKE CORP.	CHECKS,CENTER	76005977	Mar-23-2000	2646512	Nov-5-2002	US
HARLAND CLARKE CORP.	COASTAL VIEWS	75732604	Jun-10-1999	2420260	Jan-9-2001	US
HARLAND CLARKE CORP.	COLLEAGUE	78699229	Aug-24-2005	3235177	Apr-24-2007	US
HARLAND CLARKE CORP.	COLONIAL CLASSICS	73802003	May-22-1989	1574949	Jan-2-1990	US
HARLAND CLARKE CORP.	CONNECTION POINT	78178026	Oct-24-2002	2872670	Aug-10-2004	US
HARLAND CLARKE CORP.	CONTENTBASE	85556901	Feb-29-2012	4605919	Sep-16-2014	US
HARLAND CLARKE CORP.	CREDIT OPTIMIZATION	77493102	Jun-6-2008	3571941	Feb-10-2009	US
HARLAND CLARKE CORP.	CRUISIN'	75228697	Jan-21-1997	2127319	Jan-6-1998	US
HARLAND CLARKE CORP.	CUSTOM CREATIONS	75313117	Jun-23-1997	2207680	Dec-1-1998	US

HARLAND CLARKE CORP.	EASTERN EXPRESSIONS	78100087	Dec-27-2001	2720155	May-27-2003	US
HARLAND CLARKE CORP.	ECOGREEN	85263216	Mar-10-2011	4044496	Oct-25-2011	US
HARLAND CLARKE CORP.	ELITE SELECT	85263222	Mar-10-2011	4044498	Oct-25-2011	US
HARLAND CLARKE CORP.	ELOQUENT	75732726	Jun-10-1999	2388772	Sep-19-2000	US
HARLAND CLARKE CORP.	EN GARDE	74442906	Oct-1-1993	1852392	Sep-6-1994	US
HARLAND CLARKE CORP.	ESL	75346894	Aug-26-1997	2385963	Sep-12-2000	US
HARLAND CLARKE CORP.	FIDIPIDI	77886736	Dec-4-2009	4049849	Nov-1-2011	US
HARLAND CLARKE CORP.	FIRST TOUCH	85912595	Apr-23-2013	4447449	Dec-10-2013	US
HARLAND CLARKE CORP.	FLORAL FANTASY	75228698	Jan-21-1997	2127320	Jan-6-1998	US
HARLAND CLARKE CORP.	FRAUDARMOR	85764579	Oct-26-2012	4511730	Apr-8-2014	US
HARLAND CLARKE CORP.	GRC Spotlight	87449828	May-15-2017	N/A	N/A	US

HARLAND CLARKE CORP.	GUARDIAN	72050337	Apr-25-1958	717603	Jun-27-1961	US
HARLAND CLARKE CORP.	GUARDIAN SAFETY	73406429	Dec-17-1982	1276085	May-1-1984	US
HARLAND CLARKE CORP.	HARLAND	75049865	Jan-29-1996	2078696	Jul-15-1997	US
HARLAND CLARKE CORP.	HARLAND	75049864	Jan-29-1996	2092625	Sep-2-1997	US
HARLAND CLARKE CORP.	HARLAND CLARKE	77164469	Apr-24-2007	3576960	Feb-17-2009	US
HARLAND CLARKE CORP.	HARLAND CLARKE DIGITAL	85603151	Apr-19-2012	4515236	Apr-15-2014	US
HARLAND CLARKE CORP.	HARLAND CLARKE HOLDINGS CORP.	77827041	Sep-15-2009	4088352	Jan-17-2012	US
HARLAND CLARKE CORP.	HC	77629501	Dec-9-2008	3647141	Jun-30-2009	US
HARLAND CLARKE CORP.	HC (logo)	85603186	Apr-19-2012	4515237	Apr-15-2014	US
HARLAND CLARKE CORP.	HORSING AROUND	78305766	Sep-26-2003	3024459	Dec-6-2005	US
HARLAND CLARKE CORP.	IMAGESAFE	74541281	Jun-23-1994	1941817	Dec-12-1995	US

HARLAND CLARKE CORP.	IMAGEMATCH	86971025	April 11, 2016	5207599	May 23, 2017	US
HARLAND CLARKE CORP.	IN THE WILD	76319055	Oct-1-2001	2650667	Nov-12-2002	US
HARLAND CLARKE CORP.	INTELLACAPTURE	86354329	Jul-31-2014	4711582	Mar- 31-2015	US
HARLAND CLARKE CORP.	INTELLIGENT ONBOARDING	77447789	Apr-14-2008	3508593	Sep-30-2008	US
HARLAND CLARKE CORP.	INTOUCH	74725392	Sep-5-1995	2021875	Dec-10-1996	US
HARLAND CLARKE CORP.	ISLAND BREEZES	77006406	Sep-25-2006	3252761	Jun-19-2007	US
HARLAND CLARKE CORP.	LATE DAY RUSH SERVICE	76330953	Oct-29-2001	2694237	Mar-4-2003	US
HARLAND CLARKE CORP.	LET FREEDOM RING	78091903	Nov-6-2001	2684798	Feb-4-2003	US
HARLAND CLARKE CORP.	LIBERTY FASTPAYMENT	74699449	Jun-29-1995	2056689	Apr-29-1997	US
HARLAND CLARKE CORP.	LOANPUBLISHER	74206082	Sep-23-1991	1736221	Dec-1-1992	US
HARLAND CLARKE CORP.	MEMORY STUB	73108627	Dec-6-1976	1088109	Mar-28-1978	US

HARLAND CLARKE CORP.	MICR EXPRESS	75476833	Apr-28-1998	2337306	Apr-4-2000	US
HARLAND CLARKE CORP.	MICR QUICK	75071800	Mar-13-1996	2104748	Oct-14-1997	US
HARLAND CLARKE CORP.	NOT JUST E-MAIL.	76596275	Jun-9-2004	3037274	Jan-3-2006	US
HARLAND CLARKE CORP.	OCEAN BEAUTY	75732602	Jun-10-1999	2386585	Sep-12-2000	US
HARLAND CLARKE CORP.	ONELINERS	74597676	Nov-10-1994	2057883	Apr-29-1997	US
HARLAND CLARKE CORP.	ORDERMYCHECKS.COM	85427589	Sep-20-2011	4108930	Mar-6-2012	US
HARLAND CLARKE CORP.	Photo Safe Deposit	86719780	Aug-10-2015	5034635	Sept-6-2016	US
HARLAND CLARKE CORP.	Photo Safe Deposit	86505891	Jan-16-2015	4989557	Jun-28-2016	US
HARLAND CLARKE CORP.	PLAYFUL PALS	73211351	Apr-12-1979	1162689	Jul-28-1981	US
HARLAND CLARKE CORP.	POINT, CLICK, SEND	76358011	Jan-14-2002	2662806	Dec-17-2002	US
HARLAND CLARKE CORP.	PRIORITYONE	76108669	Aug-14-2000	2684308	Feb-4-2003	US

HARLAND CLARKE CORP.	PROFESSIONAL PLUS	76232829	Mar-23-2001	2743455	Jul-29-2003	US
HARLAND CLARKE CORP.	QUICK-SHIP	78708138	Sep-7-2005	3129678	Aug-15-2006	US
HARLAND CLARKE CORP.	REGAL	75333815	Jul-31-1997	2180666	Aug-11-1998	US
HARLAND CLARKE CORP.	RETURN TO SENDER	75044909	Jan-18-1996	2141335	Mar-3-1998	US
HARLAND CLARKE CORP.	REVERIE	75304952	Jun-6-1997	2170461	Jun-30-1998	US
HARLAND CLARKE CORP.	SCHOOL SPIRIT	78090820	Oct-30-2001	2862474	Jul-13-2004	US
HARLAND CLARKE CORP.	SEA TREASURE	73805492	Jun-9-1989	1583630	Feb-20-1990	US
HARLAND CLARKE CORP.	SECURITY WEAVE	77400731	Feb-19-2008	3507930	Sep-30-2008	US
HARLAND CLARKE CORP.	SECURITYNET	76336063	Nov-9-2001	2782683	Nov-11-2003	US
HARLAND CLARKE CORP.	SECURITYNET	74725396	Sep-5-1995	1993528	Aug-13-1996	US
HARLAND CLARKE CORP.	SERVICELINE	75044906	Jan-18-1996	2148131	Mar-31-1998	US

HARLAND CLARKE CORP.	SERVICELINE PLUS	76126642	Sep-8-2000	2627351	Oct-1-2002	US
HARLAND CLARKE CORP.	SHEFFIELD	78098712	Dec-17-2001	2768184	Sep-23-2003	US
HARLAND CLARKE CORP.	SIGHT CHECK	76443219	Aug-20-2002	2734488	Jul-8-2003	US
HARLAND CLARKE CORP.	SMART DOCUMENT SERIES	74159973	Apr-23-1991	1850312	Aug-16-1994	US
HARLAND CLARKE CORP.	SOLUTIONS FOR BUSINESS	74644713	Mar-10-1995	2019849	Nov-26-1996	US
HARLAND CLARKE CORP.	STRATICS	76186247	Dec-26-2000	2929943	Mar-8-2005	US
HARLAND CLARKE CORP.	SUBSCRIBERMAIL	76480841	Jan-7-2003	2784132	Nov-18-2003	US
HARLAND CLARKE CORP.	TEXAS TRADITIONS	75016308	Nov-6-1995	2095799	Sep-9-1997	US
HARLAND CLARKE CORP.	THE CHECK STORE	74532008	Jun-1-1994	1942177	Dec-19-1995	US
HARLAND CLARKE CORP.	TM SUPPLY CENTER	78883021	May-13-2006	3324246	Oct-30-2007	US
HARLAND CLARKE CORP.	TOMORROW'S LEADERS	75307578	Jun-12-1997	2202266	Nov-3-1998	US

HARLAND CLARKE CORP.	TRANSOURCE	75333814	Jul-31-1997	2230154	Mar-9-1999	US
HARLAND CLARKE CORP.	TRANSOURCE DIRECT	78877558	May-5-2006	3279744	Aug-14-2007	US
HARLAND CLARKE CORP.	TRANSOURCE DIRECT	78867862	Apr-24-2006	3279720	Aug-14-2007	US
HARLAND CLARKE CORP.	TROPICAL EYES	75228949	Jan-21-1997	2128952	Jan-13-1998	US
HARLAND CLARKE CORP.	VALUE SET	78789033	Jan-11-2006	3490395	Aug-19-2008	US
HARLAND CLARKE CORP.	VALUEPACK	75307579	Jun-12-1997	2278718	Sep-21-1999	US
HARLAND CLARKE CORP.	VERICAST	86822833	Nov-17-2015	4993294	Jul-15-2016	US
HARLAND CLARKE CORP.	WILDLIFE PORTRAITS	73801804	May-22-1989	1623580	Nov-20-1990	US
HARLAND CLARKE CORP.	WORLD TRAVELLER	74252496	Mar-5-1992	1775873	Jun-8-1993	US
NCP SOLUTIONS, LLC	NCP SOLUTIONS	85455385	Oct-25-2011	4224470	Oct-16-2012	US

Trademarks - RetailMeNot:

Mark	App. Date	App. No.	Reg. No.	Reg. No.	Owner	Country
CARDS2APPLY	Jul-18-2006	78931772	May-15-2007	3242261	Spectrawide Acquisition Co., LLC	U.S.
CARPE DEALEM	May-18-2011	85323518	Jan-22-2013	4278018	Deals.com, LLC	U.S.
DEALS2BUY and Design	Jun-14-2016	87070508	Mar-14-2017	5159464	Spectrawide Acquisition Co., LLC	U.S.
DEALS2BUY	Nov-26-2004	76622263	Jan-10-2006	3039690	Spectrawide Acquisition Co., LLC	U.S.
DEALSPOTTING	Nov-25-2013	86128764	Sep-23-2014	4611323	RetailMeNot, Inc.	U.S.
GAGGLE OF CHICKS	Jun-08-2010	85057907	Jan-18-2011	3907902	RetailMeNot, Inc.	U.S.
GIFTCARD ZEN	Sep-11-2014	86392682	May-5-2015	4731273	GiftCardZen, Inc.	U.S.
OCTONOVEMBER	Oct-2-2012	85743550	Nov-26-2013	4441280	RetailMeNot, Inc.	U.S.
R (Stylized)	Aug-24-2012	85712812	Apr-30-2013	4327808	RetailMeNot, Inc.	U.S.
R Logo	Jun-13-2016	87069788	N/A	N/A	RetailMeNot, Inc.	U.S.
RETAILMENOT	Aug-27-2009	77814559	Mar-22-2011	3935181	RetailMeNot, Inc.	U.S.
RETAILMENOT	Aug-24-2012	85712697	Jun-11-2013	4349252	RetailMeNot, Inc.	U.S.
RETAILMENOT	Aug-24-2012	85712719	Jun-11-2013	4349253	RetailMeNot, Inc.	U.S.
RETAILMENOT	Aug-24-2012	85712741	Jun-11-2013	4349254	RetailMeNot, Inc.	U.S.
RETAILMENOT	Aug-24-2012	85712672	Jun-11-2013	4349251	RetailMeNot, Inc.	U.S.
RETAILMENOT (Stylized)	Aug-24-2012	85712793	Jun-11-2013	4349255	RetailMeNot, Inc.	U.S.
RMN	Mar-13-2013	85875366	May-27-2014	4539663	RetailMeNot, Inc.	U.S.
SAVE WHEN YOU WANT, WHERE YOU WANT	Oct-3-2012	85744967	Apr-30-2013	4328396	RetailMeNot, Inc.	U.S.

SAVE WHEN YOU WANT, WHERE YOU WANT	Aug-17-2012	85707007	Apr-30-2013	4327641	RetailMeNot, Inc.	U.S.
SCORE THE SAVINGS YOU WANT	Aug-17-2012	85707022	Jun-25-2013	4356955	RetailMeNot, Inc.	U.S.
THREAD	Mar-19-2013	85880192	Feb-25-2014	4489573	CSB Acquisition Co., LLC	U.S.
WHALESHARK MEDIA	Aug-14-2012	85703571	Apr-30-2013	4327558	RetailMeNot, Inc.	U.S.
Z Logo	Sep-11-2014	86392677	Apr-21-2015	4723597	GiftCardZen, Inc.	U.S.

TRADEMARK
REEL: 006151 FRAME: 0172

RECORDED: 09/11/2017