

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6151/0147		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		04/20/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NCH Marketing Services, Inc.		
Street Address:	15955 La Cantera Pkwy		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78256		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3173451	INVOLVED IN YOUR SUCCESS	
Registration Number:	4202793	LAUNCH	
Registration Number:	2718800		
Registration Number:	1843150	SMARTSCAN	
Registration Number:	1846923	PROCESS 2000	
Registration Number:	4156407	BENCHMARK	
Registration Number:	1459478	SMARTSCAN	
Registration Number:	1204802	NCH	
Registration Number:	1440148	SNARE	
Serial Number:	85946723	ESETTLEMENT	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9675		
Email:	ypan@proskauer.com		
Correspondent Name:	Tatyana Marugg		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		

CH \$265.00 3173451

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 11964-295

NAME OF SUBMITTER: Tatyana Marugg

SIGNATURE: /Tatyana Marugg/

DATE SIGNED: 04/22/2021

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "Release"), dated as of April 20, 2021, is made by Citibank, N.A., a national banking association, as administrative agent and collateral agent (in such capacities and together with its successors and permitted assigns, the "Agent") for the Secured Parties, in favor of NCH Marketing Services, Inc., a Delaware corporation (the "Grantor").

WHEREAS, Harland Clarke Holdings Corp. ("Borrower"), each Subsidiary of the Borrower from time to time party thereto as a co-borrower, CA Acquisition Holdings, Inc., as Guarantor and each other Guarantor from time to time party thereto entered into a Credit Agreement, dated as of February 20, 2013 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with 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, CA Acquisition Holdings, Inc. and each other Guarantor entered into that certain Guarantee and Collateral Agreement, dated as of February 20, 2013, in favor of the Agent (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which the Grantor granted to the Agent a security interest in certain collateral, including the Trademark Collateral (as defined below);

WHEREAS, in furtherance of the Guarantee and Collateral Agreement, the Grantor executed a Supplemental Intellectual Property Security Agreement, dated February 4, 2014, (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "IP Security Agreement"), which was duly recorded on September 11, 2017, at Reel/Frame 6151/0147 in the United States Patent and Trademark Office ("USPTO"); and

WHEREAS, the Agent wishes to terminate, cancel, extinguish, discharge and release its security interest in the Trademark Collateral created by the IP Security Agreement and the Guarantee and Collateral Agreement.

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

1. Definitions.

- a. 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.
- b. "Trademark Collateral" means all of the following of the Grantor: (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 USPTO 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.

2. Release of Security Interest. The Agent, without any recourse, representation or warranty, hereby irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of the Grantor and its successors and assigns, each security interest in the Trademark Collateral granted to the Agent under the Guarantee and Collateral Agreement and the IP Security Agreement. The Agent acknowledges and agrees that the IP Security Agreement has been terminated with respect to the Trademark Collateral, and any and all right, title and interest of the Agent in the Trademark Collateral under the Guarantee and Collateral Agreement and the IP Security Agreement shall hereby cease and become void.
3. Recordation. The parties hereto authorize and request that the Commissioner for Trademarks at the USPTO or its delegate record this Release against the Trademark Collateral.
4. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.
5. Miscellaneous. As used in this Release, the word “including” is not intended to be exclusive, or to limit the generality of the preceding words, and means “including, without limitation.” This Release 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. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Trademark Security Interest to be executed by their duly authorized representatives as of the date first above written.

CITIBANK, N.A., as Agent

By: 
Name: Christopher Marino
Title: Vice President

[Signature Page to Release of Trademark Security Interest – NCH Marketing Services, Inc.]

NCH MARKETING SERVICES, INC., as
Grantor



By: _____

Name: Robert Sosa

Title: Vice President and Treasurer

SCHEDULE A
Trademark Collateral

<u>Trademark</u>	<u>Filing Date</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Class</u>
INVOLVED IN YOUR SUCCESS	06/09/2005	3,173,451	11/21/2006	NCH Marketing Services, Inc.	35
LAUNCH & Design LAUNCH	05/07/2010	4,202,793	09/04/2012	NCH Marketing Services, Inc.	42
	02/08/2002	2,718,800	05/27/2003	NCH Marketing Services, Inc.	35
SMARTSCAN (and Design) SMARTSCAN <small>SMARTECH</small>	06/22/1993	1,843,350	07/05/1994	NCH Marketing Services, Inc.	35
PROCESS 2000	10/26/1992	1,846,923	07/26/1994	NCH Marketing Services, Inc.	35
BENCHMARK & DESIGN 	08/18/2010	4,156,987	06/12/2012	NCH Marketing Services, Inc.	42
ESSETLEMENT <small>ESSETTL, ESNE&T</small>	05/30/2013	8,594,673	N/A (Pending)	NCH Marketing Services, Inc.	35
SMARTSCAN	06/05/1986	1,459,478	09/29/1987	NCH Marketing Services, Inc.	35
NCH	06/19/1981	1,204,802	08/10/1982	NCH Marketing Services, Inc.	35
SNARE	04/14/1986	1,448,148	05/19/1987	NCH Marketing Services, Inc.	35