

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Checks in the Mail, Inc.		02/20/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Citibank, N.A.
<b>Street Address:</b>	390 Greenwich Street
<b>Internal Address:</b>	1st Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10014
<b>Entity Type:</b>	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 34</b>		
Property Type	Number	Word Mark
Registration Number:	3198427	3 GUARD
Registration Number:	3198429	3 GUARD MONITOR RECOVER PREVENT
Registration Number:	4259452	AMERICAN BANK CHECKS
Registration Number:	4182167	BEST VALUE CHECKS
Registration Number:	4170610	BEST VALUE CHECKS SHOP ONLINE FOR LESS... BESTVALUECHECKS.COM
Registration Number:	4189355	BESTVALUECHECKS.COM
Registration Number:	2452261	BUSINESS PRINTING MADE EASY
Registration Number:	4135521	CHECK ARMOR
Registration Number:	2768147	CHECKS FROM THE HEART
Registration Number:	2744017	CHECKS FROM THE HEART CHECKS IN THE MAIL PAY TO THE ORDER OF
Registration Number:	2763987	CHECKS IN THE MAIL
Registration Number:	1564421	CHECKS IN THE MAIL

CH \$865.00 3198427

Registration Number:	2350407	CHECKSAFE
Registration Number:	1857680	CITM
Registration Number:	3326592	DEBIT CADDY
Registration Number:	4119276	EXPRESS YOUR STYLE IN PRINT
Registration Number:	3342914	EXPRESSIONERY
Registration Number:	3347064	EXPRESSIONERY
Registration Number:	4119277	EXPRESSIONERY.COM
Registration Number:	4119275	EXPRESSIONERY.COM EXPRESS YOUR STYLE IN PRINT
Registration Number:	3553361	FRAUD CHECK
Registration Number:	3347911	IDENTITYCARE
Registration Number:	2157574	IPRINT
Registration Number:	2484168	IPRINT
Registration Number:	2511396	IPRINT.COM
Registration Number:	2506049	IPRINT.COM
Registration Number:	3191399	MADE IN TEXAS JUST FOR YOU
Registration Number:	1852398	MICHELANGELO
Registration Number:	3026940	PICTURE THIS!
Registration Number:	3544463	SECURE TRACK
Registration Number:	1887140	TAG ALONG
Registration Number:	3185795	TEXAS CHECKS
Registration Number:	3339573	UPTOWN
Registration Number:	3183431	VANITY GIRLZ

**CORRESPONDENCE DATA**

Fax Number: 9177777373  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-735-3000  
Email: andrew.patrick@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: John Deming, Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	525360/1462
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/

03/13/2013

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 20, 2013 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Checks in the Mail, Inc., a Delaware corporation with offices located at 2435 Goodwin Lane, New Braunfels, Texas 78135 (the "Grantor") in favor of Citibank, N.A., a national banking association with offices located at 390 Greenwich Street, 1<sup>st</sup> 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).

A. Harland Clarke Holdings Corp. (the "Borrower"), each Subsidiary of the Borrower from time to time party thereto as a co-borrower (each a "Subsidiary Co-Borrower"), CA Acquisition Holdings, Inc., as Guarantor (as defined in the Guarantee and Collateral Agreement referred to below), and each other Guarantor from time to time party thereto have entered into a Credit Agreement, dated as of February 20, 2013 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto and the Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 20, 2013 in favor of the Agent (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). 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.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantor have granted a security interest in the Collateral, including, without limitation, certain Intellectual Property of the Grantor, to the Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

### **II. GRANT OF SECURITY.**

Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following (the "Intellectual Property Collateral") of such Grantor, 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:

(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;

(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;

(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

solely to the extent that the 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.

#### **RECORDATION.**

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 Intellectual Property Security Agreement.

#### **EXECUTION IN COUNTERPARTS.**

This Intellectual Property Security Agreement 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.

#### **GOVERNING LAW.**

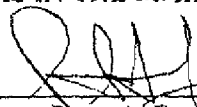
This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

#### **CONFLICT PROVISION.**

This Intellectual Property Security Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement and the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the 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 Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral or the Credit Agreement, as applicable, shall govern.

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

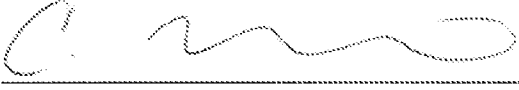
CHECKS IN THE MAIL, INC.

By:   
Name: Peter A. Fera, Jr.  
Title: Executive Vice President and  
Chief Financial Officer

[Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 004980 FRAME: 0770**

CITIBANK, N.A.,  
as Administrative Agent and Collateral  
Agent

By: 

Name: Christopher Marino  
Title: Vice President



**SCHEDULE A**

**TRADEMARKS**

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
CHECKS IN THE MAIL, INC.	3 GUARD	78769192	Dec-8-2005	3198427	Jan-16-2007	Registered	US
CHECKS IN THE MAIL, INC.	3 GUARD MONITOR RECOVER PREVENT	78769637	Dec-8-2005	3198429	Jan-16-2007	Registered	US
CHECKS IN THE MAIL, INC.	American Bank Checks	85515438	Jan-12-2012	4259452	Dec-11-2012	Registered	US
CHECKS IN THE MAIL, INC.	Best Value Checks	85408397	Aug-26-2011	4182167	Jul-31-2012	Registered	US
CHECKS IN THE MAIL, INC.	BEST VALUE CHECKS SHOP ONLINE FOR LESS... BESTVALUECHECKS.COM (logo)	85408757	Aug-26-2011	4170610	Jul-10-2012	Registered	US
CHECKS IN THE MAIL, INC.	BestValueChecks.com	85408749	Aug-26-2011	4189355	Aug-14-2012	Registered	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
CHECKS IN THE MAIL, INC.	BUSINESS PRINTING MADE EASY	75927333	Feb-24-2000	2452261	May-15-2001	Registered	US
CHECKS IN THE MAIL, INC.	CHECK ARMOR	85427548	Sep-20-2011	4135521	May-1-2012	Registered	US
CHECKS IN THE MAIL, INC.	CHECKS FROM THE HEART	78086013	Sep-28-2001	2768147	Sep-23-2003	Registered	US
CHECKS IN THE MAIL, INC.	CHECKS FROM THE HEART CHECKS IN THE MAIL PAY TO THE ORDER OF	76318855	Sep-28-2001	2744017	Jul-29-2003	Registered	US
CHECKS IN THE MAIL, INC.	CHECKS IN THE MAIL	76464879	Oct-31-2002	2763987	Sep-16-2003	Registered	US
CHECKS IN THE MAIL, INC.	CHECKS IN THE MAIL	73755678	Oct-3-1988	1564421	Nov-7-1989	Registered	US
CHECKS IN THE MAIL, INC.	CHECKSAFE	75056492	Feb-12-1996	2350407	May-16-2000	Registered	US
CHECKS IN THE MAIL, INC.	CITM	74453493	Oct-27-1993	1857680	Oct-11-1994	Registered	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
CHECKS IN THE MAIL, INC.	DEBIT CADDY	78699754	Aug-24-2005	3326592	Oct-30-2007	Registered	US
CHECKS IN THE MAIL, INC.	Express Your Style In Print	85140219	Sep-28-2010	4119276	Mar-27-2012	Registered	US
CHECKS IN THE MAIL, INC.	EXPRESSIONERY	77107103	Feb-14-2007	3342914	Nov-27-2007	Registered	US
CHECKS IN THE MAIL, INC.	EXPRESSIONERY	77107096	Feb-14-2007	3347064	Dec-4-2007	Registered	US
CHECKS IN THE MAIL, INC.	EXPRESSIONERY.COM	85140240	Sep-28-2010	4119277	Mar-27-2012	Registered	US
CHECKS IN THE MAIL, INC.	EXPRESSIONERY.COM	85140200	Sep-28-2010	4119275	Mar-27-2012	Registered	US
CHECKS IN THE MAIL, INC.	FRAUD CHECK	77456908	Apr-24-2008	3553361	Dec-30-2008	Registered	US
CHECKS IN THE MAIL, INC.	IDENTITYCARE	77158812	Apr-17-2007	3347911	Dec-4-2007	Registered	US
CHECKS IN THE MAIL, INC.	IPRINT	75160025	Sep-3-1996	2157574	May-12-1998	Registered	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
MAIL, INC.							
CHECKS IN THE MAIL, INC.	IPRINT	75556966	Sep-21-1998	2484168	Sep-4-2001	Registered	US
CHECKS IN THE MAIL, INC.	IPRINT.COM	75579373	Oct-29-1998	2511396	Nov-27-2001	Registered	US
CHECKS IN THE MAIL, INC.	IPRINT.COM	76044955	May-9-2000	2506049	Nov-13-2001	Registered	US
CHECKS IN THE MAIL, INC.	MADE IN TEXAS JUST FOR YOU	78636916	May-25-2005	3191399	Jan-2-2007	Registered	US
CHECKS IN THE MAIL, INC.	MICHELANGELO	74453759	Oct-27-1993	1852398	Sep-6-1994	Registered	US
CHECKS IN THE MAIL, INC.	PICTURE THIS!	78401208	Apr-13-2004	3026940	Dec-13-2005	Registered	US
CHECKS IN THE MAIL, INC.	SECURE TRACK	77238486	Jul-25-2007	3544463	Dec-9-2008	Registered	US
CHECKS IN THE MAIL, INC.	TAG ALONG	74516879	Apr-25-1994	1887140	Apr-4-1995	Registered	US

DEBTOR/GRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
CHECKS IN THE MAIL, INC.	TEXAS CHECKS	78635887	May-24-2005	3185795	Dec-19-2006	Registered	US
CHECKS IN THE MAIL, INC.	UPTOWN	78869037	Apr-25-2006	3339573	Nov-20-2007	Registered	US
CHECKS IN THE MAIL, INC.	VANITY GIRLZ	78785844	Jan-5-2006	3183431	Dec-12-2006	Registered	US

**SCHEDULE B**

**PATENTS**

<b>Debtor/Grantor</b>	<b>Patent Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Issue Date of Patent</b>	<b>Patent Status</b>
Checks in the Mail, Inc.	Integrated electronic shopping cart system	09/872,514	06/01/01	7,287,003	10/23/07	Issued
Checks in the Mail, Inc.	Electronic Printing System and Method	09/568,644	05/10/00	6,717,686	04/06/04	Issued

**SCHEDULE C**

**COPYRIGHTS**

Debtor/Grantor	Copyright Title	Copyright Number	Date of Registration	Jurisdiction
Checks in the Mail, Inc.	Checks In The Mail.	VA0001170326	06/13/03	US

**SCHEDULE D**

**TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES**

None.