

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Valassis Communications, Inc.		02/04/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2618913	VALASSIS
Registration Number:	2678771	VALASSIS RELATIONSHIP MARKETING SYSTEMS
Registration Number:	2586470	VRMS
Registration Number:	2539250	VALASSIS
Registration Number:	2565919	TARGET NAVIGATOR
Registration Number:	2326920	RETAIL CONNECTION
Registration Number:	2330922	TARGETEXPERT
Registration Number:	2044423	"NEWPOUCH"
Registration Number:	1807165	MARKETEXPERT
Registration Number:	1716341	PROMOTION WATCH
Registration Number:	1321205	PROMOTION WATCH
Registration Number:	4152532	HAVE YOU SEEN ME?
Registration Number:	4305711	HAVE YOU SEEN US?

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Registration Number:	3481743	REDPLUM
Registration Number:	3481900	REDPLUM
Registration Number:	3586131	REDPLUM SWEETFINDS
Registration Number:	3819563	DIGITALOFFEREXPERT
Registration Number:	4001025	ENDLESS SAVINGS
Registration Number:	4038142	SWEETEN THE DEAL
Registration Number:	4123092	PLUMVALUES FROM REDPLUM
Registration Number:	4163638	ADPOP
Registration Number:	4240223	BLADEPOP
Registration Number:	4163636	COUPONPOP
Registration Number:	4163637	INFOPOP
Registration Number:	4163659	FLOORPOP
Registration Number:	4405459	REDPLUM SOCIALSAVINGS
Registration Number:	4469081	RE-IMAGINE REACH
Registration Number:	4391252	PURCHASE PRECISION TECHNOLOGY
Serial Number:	85782904	SAVE.COM
Serial Number:	85351484	CLINGPOP
Serial Number:	85351507	CARTPOP

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: Adam Greenberg, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	525360/1462
NAME OF SUBMITTER:	Adam Greenberg
Signature:	/Adam Greenberg/
Date:	02/07/2014

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 4, 2014 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by Valassis Communications, Inc., a Delaware corporation with offices located at 19975 Victor Parkway, Livonia, MI 48152 (the “Grantor”) 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. (the “Borrower”), each Subsidiary of the Borrower from time to time party thereto as a 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.

WHEREAS, in connection with the Credit Agreement, the Borrower, CA Acquisition Holdings, Inc. and each other Guarantor 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.

WHEREAS, pursuant to an Assumption Agreement, dated as of the date hereof, the Grantor has become a party to the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the grantors thereunder have granted a security interest in the Collateral, including, without limitation, certain Intellectual Property, to the Agent for the benefit of the Secured Parties. By becoming a grantor under the Guarantee and Collateral Agreement, the Grantor is required 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 hereby agrees as follows:

I. GRANT OF SECURITY.

The 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 the Grantor, now owned or at any time hereafter acquired by the Grantor or in which the 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 the 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 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.

II. RECORDATION.

The 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.

III. 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. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

IV. GOVERNING LAW.

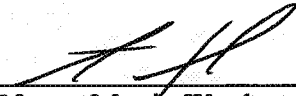
This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

V. CONFLICT PROVISION.

This Intellectual Property Security Agreement has been entered into in conjunction with the joinder of the Grantor to the Guarantee and Collateral Agreement and the Credit Agreement. The 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 Agreement 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.





VALASSIS COMMUNICATIONS, INC.



By: 
Name: Martin Wexler
Title: Vice President and Treasurer

[Signature Page to the ABL IP Security Agreement]

TRADEMARK
REEL: 005211 FRAME: 0956

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Filing Date</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Class</u>
	03/13/2001	2,618,913	09/10/2002	Valassis Communications, Inc.	35
VALASSIS RELATIONSHIP MARKETING SYSTEMS	10/13/2000	2,678,771	01/21/2003	Valassis Communications, Inc.	35
VRMS	10/13/2000	2,586,470	06/25/2002	Valassis Communications, Inc.	35
VALASSIS	03/10/2000	2,539,250	02/19/2002	Valassis Communications, Inc.	35
TARGET NAVIGATOR	02/17/2000	2,565,919	04/30/2002	Valassis Communications, Inc.	35
RETAIL CONNECTION	06/23/1999	2,326,920	03/07/2000	Valassis Communications, Inc.	35
TARGETEXPERT	05/11/1998	2,330,922	03/21/2000	Valassis Communications, Inc.	9
"NEWPOUCH"	12/20/1994	2,044,423	03/11/1997	Valassis Communications, Inc.	16
	08/10/1992	1,807,165	11/30/1993	Valassis Communications, Inc.	9
	05/16/1991	1,716,341	09/15/1992	Valassis Communications, Inc.	35
PROMOTION WATCH	05/03/1984	1,321,205	02/19/1985	Valassis Communications, Inc.	35
HAVE YOU SEEN ME?	09/27/2010	4152532	06/05/2012	Valassis Communications, Inc.	35
HAVE YOU SEEN US?	01/07/2011	4,305,711	03/19/2013	Valassis Communications, Inc.	35
REDPLUM	05/25/2007	3,481,743	08/05/2008	Valassis Communications, Inc.	35
REDPLUM & Design 	08/22/2007	3,481,900	08/05/2008	Valassis Communications, Inc.	35
REDPLUM SWEETFINDS	06/27/2008	3,586,131	03/10/2009	Valassis Communications, Inc.	35

<u>Trademark</u>	<u>Filing Date</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Class</u>
DIGITALOFFEREXPERT	05/20/2009	3,819,563	07/13/2010	Valassis Communications, Inc.	9, 42
	06/10/10	4,001,025	07/26/2011	Valassis Communications, Inc.	35
SWEETEN THE DEAL	03/07/2011	4,038,142	10/11/2011	Valassis Communications, Inc.	35
PLUMVALUES FROM REDPLUM	05/10/2011	4,123,092	04/03/2012	Valassis Communications, Inc.	35
CLINGPOP	06/21/2011	85351484	N/A (Pending)	Valassis Communications, Inc.	16
CARTPOP	06/21/2011	85351507	N/A (Pending)	Valassis Communications, Inc.	16
ADPOP	07/27/2011	4163638 US	06/26/2012	Valassis Communications, Inc.	16
BLADEPOP	07/27/2011	4,240,223 US	11/13/2013	Valassis Communications, Inc.	16
COUPONPOP	7/27/2011	4163636 US	06/26/2012	Valassis Communications, Inc.	16
INFOPOP	07/27/2011	4163637 US	06/26/2012	Valassis Communications, Inc.	16
FLOORPOP	08/3/2011	4163659 US	06/26/2012	Valassis Communications, Inc.	16
REDPLUM SOCIAL SAVINGS	02/09/2012	4,405,459 US	09/24/2013	Valassis Communications, Inc.	35
RE-IMAGINE REACH	01/29/2013	4,469,081 US	01/21/2014	Valassis Communications, Inc.	35
PURCHASE PRECISION TECHNOLOGY	12/07/2012	4,391,252 US	08/27/2013	Valassis Communications, Inc.	35
SAVE.COM (STYLIZED) 	11/19/2012	85/782904 US	N/A (Pending)	Valassis Communications, Inc.	35

SCHEDULE B

PATENTS

<u>Patent/Application No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Issuance Date</u>	<u>Owner</u>
Patent No. 6,230,143	11/11/1998	System and Method for Analyzing Coupon Redemption Data	05/08/2001	Valassis Communications, Inc.
Application No. 12/262,806	10/31/2008	Computer-Implemented, Automated Media Planning Method and System	N/A (Pending, Unexamined)	Valassis Communications, Inc.
Application No. 12/262,813	10/31/2008	Computer-Implemented, Automated Media Planning Method and System	N/A (Appeal Brief filed)	Valassis Communications, Inc.
Application No. 12/262,826	10/31/2008	Computer-Implemented, Automated Media Planning Method and System	N/A (Awaiting Decision by Board of Appeals)	Valassis Communications, Inc.
Application No. 12/690,398	01/20/2010	Offer Management Method and System	N/A (Non Final Action Mailed)	Valassis Communications, Inc.
Application No. 13/032,991	02/23/2011	Online Offer Distribution System And Method	N/A (Final Action mailed)	Valassis Communications, Inc.
Application No. 13/688,889	11/29/2012	Secure Printable Offer Template	N/A (Pending, Unexamined)	Valassis Communications, Inc.

SCHEDULE C
COPYRIGHTS

<u>Title</u>	<u>Number</u>	<u>Owner</u>	<u>Registration Date</u>
Clipping Sense	TX3047809	Valassis Inserts, Inc. (n/k/a Valassis Communications, Inc.)	03/19/1991
Guide to the Legality of Alcoholic Beverage Promotions: 1990	TXu442490	Valassis Inserts, Inc. (n/k/a Valassis Communications, Inc.)	09/04/1990
Horizons Coding Data Interpreter	TXu885253	Valassis Communications, Inc.	12/22/1998
Valassis Website	TXu1052526	Valassis Communications, Inc.	07/31/2001

SCHEDULE D

TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES

None.