

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valassis Direct Mail, Inc.		02/04/2014	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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1754368	AMERICA'S LOOKING FOR ITS MISSING CHILDR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9177777373		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	andrew.patrick@skadden.com		
<b>Correspondent Name:</b>	Skadden Arps Slate Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Adam Greenberg, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	525360/1462		
<b>NAME OF SUBMITTER:</b>	Adam Greenberg		
<b>Signature:</b>	/Adam Greenberg/		

CH \$40.00 1754368

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 Direct Mail, Inc., a Delaware corporation with offices located at One Targeting Centre, Windsor, CT 06095 (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 a Joinder Agreement, dated as of the date hereof, the Grantor has become a party to the Credit Agreement as a Subsidiary Co-Borrower, and 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.

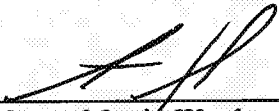
## **V. CONFLICT PROVISION.**

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 DIRECT MAIL, INC.**

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

[Signature Page to the ABL IP Security Agreement]

TRADEMARK  
REEL: 005212 FRAME: 0007

**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>
AMERICA'S LOOKING FOR ITS MISSING CHILDREN	04/30/1992	1,754,368	02/23/1993	Valassis Direct Mail, Inc. (f/k/a Advo, Inc.)	42



**SCHEDULE B**

**PATENTS**

<b><u>Patent/Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Title</u></b>	<b><u>Issuance Date</u></b>	<b><u>Owner</u></b>
Application No. 11/825,155	07/03/2007	Address Database Reconciliation	N/A (Pending, Awaiting Action)	Valassis Direct Mail, Inc.

**SCHEDULE C**  
**COPYRIGHTS**

None.

**SCHEDULE D**

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

None.