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:	CREDIT SUISSE (AG), CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	THE CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 29

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	"NEWSPOUCH"
Registration Number:	1807165	MARKETEXPERT
Registration Number:	1716341	PROMOTION WATCH
Registration Number:	1321205	PROMOTION WATCH
Registration Number:	4152532	HAVE YOU SEEN ME?

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Registration Number:	4305711	HAVE YOU SEEN US?
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
Registration Number:	4483502	SAVE.COM

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0092
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	03/04/2014

Total Attachments: 14

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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 each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse (AG), Cayman Islands Branch, 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") and the subsidiaries of the Borrower from time to time party thereto as Subsidiary Co-Borrowers, have entered into a Credit Agreement, dated as of April 4, 2007, as amended by the First Amendment dated as of May 5, 2007, the Second Amendment dated as of May 10, 2012, the New Facility Joinder Agreement dated as of April 26, 2013 and as amended by the Third Amendment and Incremental Joinder Agreement and Amendment to Guarantee and Collateral Agreement on February 4, 2014 (as it may be further 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, and each other Guarantor executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 1, 2007 and as amended by the Third Amendment and Incremental Joinder Agreement and Amendment to Guarantee and Collateral Agreement on February 4, 2014 in favor of the Agent (as it may be further 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, certain of the Grantors have become parties to the Credit Agreement as Subsidiary Co-Borrowers, and pursuant to an Assumption Agreement, dated as of the date hereof, the Grantors have become parties 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 grantors under the Guarantee and Collateral Agreement, the Grantors are 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 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 (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:

(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

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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 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.

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 Grantors to the Guarantee and Collateral Agreement and certain of the Grantors to 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 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

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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 Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BRAND.NET, INC.

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

MAILCOUPS, INC.

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

NCH MARKETING SERVICES, INC.

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

VALASSIS COMMUNICATIONS, INC.

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

VALASSIS DIRECT MAIL, INC.

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

[Signature Page to the Term Loan IP Security Agreement]

VALASSIS IN-STORE SOLUTIONS, INC.

By:_____

Name: Martin Wexler

Title: Vice President and Treasurer

[Signature Page to the Term Loan IP Security Agreement]

SCHEDULE A

TRADEMARKS

Trademark	Filing Date	Registration/ Serial No.	Registration Date	Owner	Class
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	06/22/1993	1,843,150	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 benchmark	08/18/2010	4156407	06/12/2012	NCH Marketing Services, Inc.	42
ESETTLEMENT eSETTLEMENT	05/30/2013	85/946723	N/A (Pending)	NCH Marketing Services, Inc.	35
Valassis	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

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Trademark	Filing Date	Registration/ Serial No.	Registration Date	Owner	Class
"NEWSPOUCH"	12/20/1994	2,044,423	03/11/1997	Valassis Communications, Inc.	16
MarketEXPERT	08/10/1992	1,807,165	11/30/1993	Valassis Communications, Inc.	9
PROMOTION WATCH	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
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
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
SUPER COUPS	02/13/1995	1,945,801	01/02/1996	MailCoups, Inc.	35
SUPERCOUPS	08/30/2000	2751684	08/19/2003	MailCoups, Inc.	35
REDPLUM	05/25/2007	3,481,743	08/05/2008	Valassis Communications, Inc.	35
REDPLUM & Design redplum	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
LOCAL COUPONS, SUPER SAVINGS	12/23/2003	2,921,856	1/25/2005	MailCoups, 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	1,440,148	05/19/1987	NCH Marketing Services, Inc	35
DIGITALOFFEREXPERT	05/20/2009	3,819,563	07/13/2010	Valassis Communications, Inc.	9, 42
Endless Savings	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

Trademark	Filing Date	Registration/ Serial No.	Registration Date	Owner	Class
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) $ave.com	11/19/2012	85/782904 US	N/A (Pending)	Valassis Communications, Inc	35
ACTIVITYLINK	11/05/2009	3810348 US	06/29/2010	Brand.net, Inc.	35
Brand.net	06/11/2009	3746337 US	02/09/2010	Brand.net, Inc.	35
MEDIA FUTURES PLATFORM	07/28/2010	3942430 US	04/05/2011	Brand.net, Inc.	35
MFP ON DEMAND	03/28/2011	4451701 US	12/17/2013	Brand.net, Inc.	35

Trademark	Filing Date	Registration/ Serial No.	Registration Date	Owner	Class
QUALITY, SCALE AND VALUE, GUARANTEED	12/23/2008	3703785 US	10/27/2009	Brand.net, Inc.	35
SAFESCREEN	05/14/2009	3858876 US	10/12/2010	Brand.net, Inc.	35
SALESLINK	12/12/2008	3865105 US	10/19/2010	Brand.net, Inc.	35
SMARTSCALE	01/27/2010	3885233 US	12/07/2010	Brand.net, Inc.	42
SOCIAL ATTITUDE	11/30/2011	4148104 US	05/22/12	Brand.net, Inc.	35
SOCIALLINK	11/02/2011	85463001 US	N/A (pending)	Brand.net, Inc.	35

SCHEDULE B

PATENTS

Patent/Application No.	Filing Date	Title	Issuance Date	Owner
Patent No. 6,230,143	11/11/1998	System and Method for Analyzing Coupon Redemption Data	05/08/2001	Valassis Communications, Inc.
Patent No. 6,985,452	01/27/1999	Wireless System for Broadcasting, Receiving, Storing and Selectively Printing Coupons and the Like in a Retail Environment	01/10/2006	NCH Marketing Services, Inc.
Patent No. 6,650,429	07/03/2001	Wireless System for Broadcasting, Receiving, Storing & Selectively Printing Coupons and the Like in a Retail Environment	11/18/2003	NCH Marketing Services, Inc.
Patent No. 5,978,013	02/05/1996	Apparatus and Method for Generating Product Coupons in Response to Televised Offers	11/02/1999	NCH Marketing Services, Inc.
Patent No. 5,500,681	05/24/1994	Apparatus and Method for Generating Coupons in Response to Televised Offers	03/19/1996	NCH Marketing Services, Inc.
Patent No. 7,356,486	08/30/1999	System and Method for Administering Promotions	04/08/2008	NCH Marketing Services, 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.
Patent No. 7,026,556	09/15/2000	Method and System for Controlling Messages Printed by an In Store Label Printer and Related Label Structure	04/11/2006	Valassis In-Store Solutions, Inc.
Patent No. 7,099,038	10/18/2004	Method and System for Controlling Messages Printed by an In-Store Label Printer and Related Label Structure	08/29/2006	Valassis In-Store Solutions, Inc.
Patent No. 8,249,928	04/25/2003	Food Product Scale and Method for Providing In-Store Incentives to Customers	08/21/2012	Valassis In-Store Solutions, Inc.
Application No. 10/609,446	06/27/2003	Food Product Scale-Based Incentive System	N/A (Non-Final Action Mailed)	Valassis In-Store Solutions, Inc.
Patent No. 8,521,583	12/26/2003	Computerized Management System for Multi-Chain Promotions, and Related Audit System	08/27/2013	Valassis In-Store Solutions, Inc.

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Patent/Application No.	Filing Date	Title	Issuance Date	Owner
Application No. 11/687,101	03/16/2007	Computerized Management System for Multi-Chain Promotions and Related Audit System	N/A (Awaiting Decision by Board of Appeals)	Valassis In-Store Solutions, 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. 11/825,155	07/03/2007	Address Database Reconciliation	N/A (Pending, Awaiting Action)	Valassis Direct Mail, 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. 13/295,169	11/14/2011	Food Product Scale System And Method for Providing In-Store Incentives To Customers	N/A (Awaiting Decision by Board of Appeals)	Valassis In-Store Solutions, Inc.
Application No. 13/688,889	11/29/2012	Secure Printable Offer Template	N/A (Pending, Unexamined)	Valassis Communications, Inc.
Application No. 12/780,842	05/14/2010	System and Method for Optimizing Delivery of Inventory for Online Display Advertising	N/A (Notice of Appeal Filed)	Brand.net, Inc.
Application No. 12/780,845	05/14/2010	System and Method for Optimizing Purchase of Inventory for Online Display Advertising	N/A (Notice of Appeal Filed	Brand.net, Inc.
Application No. 12/780,849	05/14/2010	System and Method for Applying Content Quality Controls to Online Display Advertising	N/A (Pending, Unexamined)	Brand.net, Inc.

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SCHEDULE C

COPYRIGHTS

Title	Number	Owner	Registration Date
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

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SCHEDULE D

TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES

None.