

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harte-Hanks, Inc.		09/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pennysaver USA Publishing, LLC		
Street Address:	10250 Constellation Blvd.		
Internal Address:	Suite 1750		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1485239	SUPER SAVERS	
CORRESPONDENCE DATA			
Fax Number:	2077747499		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	207-774-4000		
Email:	cbacall@verrilldana.com		
Correspondent Name:	Charles P. Bacall		
Address Line 1:	One Portland Square		
Address Line 2:	P.O. Box 586		
Address Line 4:	Portland, MAINE 04112-0586		
ATTORNEY DOCKET NUMBER:	89945-1012		
NAME OF SUBMITTER:	Charles P. Bacall		
SIGNATURE:	/Charles P. Bacall/		
DATE SIGNED:	04/17/2014		
Total Attachments: 4			
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TRADEMARK			

OP \$40.00 1485239

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made as of the 27th of September, 2013, from Harte-Hanks, Inc., a Delaware corporation (“*Assignor*”), to Pennysaver USA Publishing, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor, with its principal place of business at c/o Robert L. R. Munden, 9601 Mcallister Freeway # 610, San Antonio, Texas 78216, is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on **Exhibit A** hereto (collectively, the “*Trademarks*”), together with the business and goodwill associated with the Trademarks; and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated September 18, 2013, by and among Assignor, Assignee, and the other parties thereto, Assignee, with a principal place of business at 10250 Constellation Blvd., Suite 1750, Los Angeles, California 90067, has agreed to acquire all the rights, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, as the successor to the business of Assignor to which the Trademarks pertain.

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

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, all of Assignor’s rights, title and interest in and to the Trademarks, together with the goodwill the business associated with the Trademarks and the trademark registrations and applications therefore as set forth on **Exhibit A**.
2. Assignor hereby sells, assigns, transfers and sets over onto Assignees, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on **Exhibit A**, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
4. This Agreement may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.


ASSIGNEE: ✓

PENNYSAVER USA PUBLISHING, LLC

By: Pennysaver USA, LLC, its Manager

By: Pennysaver Investors, LLC, its Manager


By: OpenGate Capital Management, LLC,
its Manager



Name: Jody Hook
Title: Authorized Officer

ASSIGNOR:

HARTE-HANKS, INC.

By: 
Robert L. R. Munden
Senior Vice President, General Counsel
and Secretary

STATE OF Texas)
) ss.
COUNTY OF Bexar)

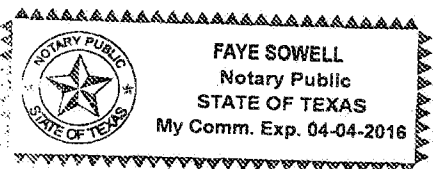
I certify that I know or have satisfactory evidence that Robert L. R. Munden is the person who appeared before me, and said person acknowledged that said person signed this instrument and on oath stated that said person was authorized to execute the instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/26/2013


Notary Public

Faye Sowell
[Printed Name]

[Seal or Stamp]



My appointment expires 4/4/2016

EXHIBIT A

Mark: SUPER SAVERS

Filing Dt: 11/07/1986

Reg #: 1485239

Reg. Dt: 04/19/1988

Registrant: HARTE-HANKS, INC.