

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RetailMeNot, Inc.		05/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4611323	DEALSPOTTING	
Registration Number:	3907902	GAGGLE OF CHICKS	
Registration Number:	4441280	OCTONOVEMCEMBER	
Registration Number:	4327808	R	
Registration Number:	3935181	RETAILMENOT	
Registration Number:	4349252	RETAILMENOT	
Registration Number:	4349253	RETAILMENOT	
Registration Number:	4349254	RETAILMENOT	
Registration Number:	4349251	RETAILMENOT	
Registration Number:	4349255	RETAILMENOT	
Registration Number:	4539663	RMN	
Registration Number:	4328396	SAVE WHEN YOU WANT, WHERE YOU WANT	
Registration Number:	4327641	SAVE WHEN YOU WANT, WHERE YOU WANT	
Registration Number:	4356955	SCORE THE SAVINGS YOU WANT	
Registration Number:	4327558	WHALESHARK MEDIA	
Serial Number:	87069788	R	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030786-0806
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/S/ Angela M. Amaru
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DATE SIGNED:	06/01/2017
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Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 23, 2017 (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 4, 2007, the Second Amendment dated as of May 10, 2012, the New Facility Joinder Agreement dated as of April 26, 2013, the Third Amendment and Incremental Joinder Agreement and Amendment to Guarantee and Collateral Agreement dated as of February 4, 2014, the Fourth Amendment dated as of July 28, 2014, the Fifth Amendment and Incremental Joinder Agreement dated as of June 17, 2016, the Sixth Amendment and Incremental Joinder Agreement dated as of February 9, 2017, the Seventh Amendment, Incremental Joinder and Extension Agreement dated as of February 21, 2017 and the Eighth Amendment and Incremental Joinder Agreement dated as of May 23, 2017 (as may be further amended, restated, supplemented 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 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 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.

RETAILMENOT, INC.
GIFTCARDZEN INC
YSL VENTURES, INC.
CSB ACQUISITION CO., LLC
SMALLPONDS, LLC
RNOT, LLC
SPECTRAWIDE ACQUISITION CO., LLC
CLTD ACQUISITION CO., LLC
DEALS.COM, LLC

By: 
Name: J. Scott Di Valerio
Title: Chief Financial Officer

SCHEDULE A

TRADEMARKS

Trademark	Filing Date	Serial Number	Registration Date	Registration Number	Owner
CARDS2APPLY	Jul-18-2006	78931772	May-15-2007	3242261	Spectrawide Acquisition Co., LLC
CARPE DEALEM	May-18-2011	85323518	Jan-22-2013	4278018	Deals.com, LLC
DEALS2BUY	Jun-14-2016	87070508	Mar-14-2017	5159464	Spectrawide Acquisition Co., LLC
DEALS2BUY	Nov-26-2004	76622263	Jan-10-2006	3039690	Spectrawide Acquisition Co., LLC
DEALSPOTTING	Nov-25-2013	86128764	Sep-23-2014	4611323	RetailMeNot, Inc.
GAGGLE OF CHICKS	Jun-08-2010	85057907	Jan-18-2011	3907902	RetailMeNot, Inc.
GIFTCARD ZEN	Sep-11-2014	86392682	May-5-2015	4731273	GiftCardZen, Inc
OCTONOVEMCEMBER	Oct-2-2012	85743550	Nov-26-2013	4441280	RetailMeNot, Inc.
R (Stylized)	Aug-24-2012	85712812	Apr-30-2013	4327808	RetailMeNot, Inc.
R Logo	Jun-13-2016	87069788			RetailMeNot, Inc.
RETAILMENOT	Aug-27-2009	77814559	Mar-22-2011	3935181	RetailMeNot, Inc.
RETAILMENOT	Aug-24-2012	85712697	Jun-11-2013	4349252	RetailMeNot, Inc.
RETAILMENOT	Aug-24-2012	85712719	Jun-11-2013	4349253	RetailMeNot, Inc.
RETAILMENOT	Aug-24-2012	85712741	Jun-11-2013	4349254	RetailMeNot, Inc.
RETAILMENOT	Aug-24-2012	85712672	Jun-11-2013	4349251	RetailMeNot, Inc.
RETAILMENOT (Stylized)	Aug-24-2012	85712793	Jun-11-2013	4349255	RetailMeNot, Inc.
RMN	Mar-13-2013	85875366	May-27-2014	4539663	RetailMeNot, Inc.
SAVE WHEN YOU WANT, WHERE YOU WANT	Oct-3-2012	85744967	Apr-30-2013	4328396	RetailMeNot, Inc.
SAVE WHEN YOU WANT, WHERE YOU WANT	Aug-17-2012	85707007	Apr-30-2013	4327641	RetailMeNot, Inc.
SCORE THE SAVINGS YOU WANT	Aug-17-2012	85707022	Jun-25-2013	4356955	RetailMeNot, Inc.
THREAD	Mar-19-2013	85880192	Feb-25-2014	4489573	CSB Acquisition Co., LLC
WHALESHARK MEDIA	Aug-14-2012	85703571	Apr-30-2013	4327558	RetailMeNot, Inc.
Z Logo Z and Design.	Sep-11-2014	86392677	Apr-21-2015	4723597	GiftCardZen, Inc

SCHEDULE B**PATENTS**

Title	Application Date	Application No.	Registration Date	Registration No.	Owner
METHOD AND SYSTEM FOR RANKING INFORMATION ITEMS FOR DISPLAY	9/4/2009	12/554350	12/3/2013	8600837	RetailMeNot, Inc.
METHOD AND SYSTEM FOR FACILITATING ACCESS TO A PROMOTIONAL OFFER	8/14/2012	13/585576	12/17/2013	8612288	RetailMeNot, Inc.
METHODS AND SYSTEMS FOR MAXIMIZING ONLINE COUPON AND DEAL COMMISSIONS	3/14/2013	13/830666			RetailMeNot, Inc.
METHOD AND SYSTEM FOR FACILITATING ACCESS TO A PROMOTIONAL OFFER	11/15/2013	14/081072	4/18/2017	9626688	RetailMeNot, Inc.
METHOD AND SYSTEM FOR RANKING INFORMATION ITEMS FOR DISPLAY	10/10/2013	14/050862			RetailMeNot, Inc.
METHODS AND SYSTEMS FOR GENERATING ELECTRONIC DEAL SUMMARY	3/14/2013	13/830077			RetailMeNot, Inc.
CROSS-DEVICE GEOLOCATION SENSING TO GEOTARGET OFFERS	8/25/2014	14/467590	3/14/2017	9595049	RetailMeNot, Inc.
MOBILE-OFFER CREATION	3/6/2014	14/199588			RetailMeNot, Inc.
INTENTS FOR OFFER-DISCOVERY SYSTEMS	3/15/2013	13/836808			RetailMeNot, Inc.
PROMOTION CODE VALIDATION APPARATUS AND METHOD	11/30/2011	13/307586			RetailMeNot, Inc.
MATCHING A COUPON TO A SPECIFIC PRODUCT	3/15/2013	13/844395			RetailMeNot, Inc.
METHOD AND SYSTEM FOR DETERMINING AVERAGE VALUES FOR DISPLAYED INFORMATION ITEMS	7/21/2010	12/840947			RetailMeNot, Inc.

METHOD AND SYSTEM FOR DETERMINING AVERAGE VALUES FOR DISPLAYED INFORMATION ITEMS	7/29/2014	14/445801			RetailMeNot, Inc.
CROSS-DEVICE OFFERS PLATFORM	3/15/2013	13/836110			RetailMeNot, Inc.
PROVIDING OFFERS AND ASSOCIATED LOCATION INFORMATION	10/17/2014	14/517195			RetailMeNot, Inc.
PROVIDING SINGLE-USE OFFERS	11/3/2014	14/531147			RetailMeNot, Inc.
REMINDING USERS OF OFFERS	10/22/2013	14/060550	1/31/2017	9558507	RetailMeNot, Inc.
DETERMINING OFFERS FOR A GEOFENCED GEOGRAPHIC AREA	6/27/2013	13/928833			RetailMeNot, Inc.
SYSTEMS, METHODS, AND COMPUTER-READABLE MEDIA FOR A CUSTOMIZABLE REDEMPTION HEADER FOR MERCHANT OFFERS ACROSS BROWSER INSTANCES	3/15/2013	13/839066			RetailMeNot, Inc.
TRACKING OFFERS ACROSS MULTIPLE CHANNELS	9/18/2014	14/489875			RetailMeNot, Inc.
DEVICES, METHODS, AND COMPUTER-READABLE MEDIA FOR REDEMPTION OF MERCHANT OFFERS	3/15/2013	13/840237			RetailMeNot, Inc.
DEVICES, METHODS, AND COMPUTER-READABLE MEDIA FOR REDEMPTION HEADER FOR MERCHANT OFFERS	3/15/2013	13/837790	5/2/2017	9639853	RetailMeNot, Inc.
EVENT-BASED OFFERS FOR A GEOFENCED GEOGRAPHIC AREA	2/11/2015	14/619756			RetailMeNot, Inc.
CACHING GEOLOCATED OFFERS	3/18/2015	14/661392			RetailMeNot, Inc.
MULTI-STAGE GEOLOCATED OFFERS	3/18/2015	14/661403			RetailMeNot, Inc.
TIME PERIOD DISTRIBUTION OF OFFER CODES	4/14/2015	14/686720			RetailMeNot, Inc.

APPARATUS AND METHOD FOR MOBILE-DISPATCHER FOR OFFER REDEMPTION WORK FLOWS	6/25/2015	14/749855			RetailMeNot, Inc.
APPARATUS AND METHOD FOR MOBILE-DISPATCHER FOR OFFER REDEMPTION WORK FLOWS	6/25/2015	14/749860			RetailMeNot, Inc.
REDUCING THE SEARCH SPACE FOR RECOGNITION OF OBJECTS IN AN IMAGE BASED ON WIRELESS SIGNALS	8/28/2015	14/839058			RetailMeNot, Inc.
GROUP-DECISION ENGINE	11/12/2015	14/939468			RetailMeNot, Inc.
GEOTARGETING OF CONTENT BY DYNAMICALLY DETECTING GEOGRAPHICALLY DENSE COLLECTIONS OF MOBILE COMPUTING DEVICES	3/17/2016	15/072616			RetailMeNot, Inc.
PEER-TO-PEER GEOTARGETING CONTENT WITH AD-HOC MESH NETWORKS	3/18/2016	15/074415			RetailMeNot, Inc.
SCALABLE COMPLEX EVENT PROCESSING WITH PROBABILISTIC MACHINE LEARNING MODELS TO PREDICT SUBSEQUENT GEOLOCATIONS	5/5/2016	15/147519			RetailMeNot, Inc.
MODULATING MOBILE-DEVICE DISPLAYS BASED ON AMBIENT SIGNALS TO REDUCE THE LIKELIHOOD OF FRAUD	5/13/2016	15/154482			RetailMeNot, Inc.
LOW-LATENCY APPROXIMATION OF COMBINATORIAL OPTIMIZATION OF RESIDUAL AMOUNTS WHEN ALLOCATING LARGE COLLECTIONS OF STORED VALUE CARDS	7/12/2016	15/208128			RetailMeNot, Inc.
ENHANCING PROBABILITY SIGNALS INDICATIVE OF UNAUTHORIZED ACCESS TO STORED VALUE CARDS BY	7/12/2016	15/208100			RetailMeNot, Inc.

ROUTING THE CARDS TO GEOGRAPHICALLY DISTINCT USERS					
REMINDING USERS OF OFFERS	12/19/2016	15/383644			RetailMeNot, Inc.
	2/1/2017	15/421986			RetailMeNot, Inc.
	3/10/2017	15/455908			RetailMeNot, Inc.
	3/28/2017	15/471682			RetailMeNot, Inc.

SCHEDULE C

COPYRIGHTS

RetailMeNot, Inc. pending U.S. copyright applications:

1. Case #: 1-3280732195, March 2016 Daily Email Newsletters
2. Case #: 1-3280185700, February 2016 Daily Email Newsletters

SCHEDULE D

**EXCLUSIVE TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT
LICENSES RECORDED WITH THE USPTO OR USCO**

None.