

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARLAND CLARKE CORP.		11/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS AGENT		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1929606	CREATE-IT!	
Registration Number:	1931210	THE CREATIVITY TOOLBOX	
Serial Number:	87321060	MOBILEMARK	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7145401235		
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:	030786-0845		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	11/03/2017		
Total Attachments: 9			
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 3, 2017 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Supplement"), 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., a Delaware corporation (the "Borrower"), entered into a Credit Agreement dated as of April 4, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Subsidiary Co-Borrowers, the Lenders from time to time party thereto and the Agent;

WHEREAS, in connection with the Credit Agreement, the Borrower, CA Acquisition Holdings, Inc., Clarke American Corp. the Grantors and each of the other subsidiary guarantors entered into that certain Guarantee and Collateral Agreement, dated as of May 1, 2007 in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, 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 the Guarantee and Collateral Agreement, the Grantors entered into one or more of the following agreements (collectively, the "Intellectual Property Security Agreements"):

1. that certain Intellectual Property Security Agreement, dated as of May 1, 2007, made by John H. Harland Company (predecessor-in-interest to Harland Clarke Corp.), Harland Checks and Services, Inc. (predecessor-in-interest to Harland Clarke Corp.) and Scantron Corporation, which was recorded with the United States Copyright Office at Volume 3552, Document 336 and recorded with the United States Patent and Trademark Office at Reel 3542, Frame 0611; Reel 3542, Frame 0775; Reel 3542, Frame 0588; Reel 019297, Frame 0083; and Reel 019297, Frame 0129;
2. that certain Intellectual Property Security Agreement, dated as of May 1, 2007, made by B2Direct, Inc. (predecessor-in-interest to Harland Clarke Corp.), Checks in the Mail, Inc. and Clarke American Checks, Inc. (predecessor-in-interest to Harland Clarke Corp.), which was recorded with the United States Copyright Office at Volume 3552, Document 335 and recorded with the United States Patent and Trademark Office at Reel 3542, Frame 0175; Reel 3542, Frame 0279; Reel 3542, Frame 0248; Reel 028185, Frame 0186; and Reel 019287, Frame 0704;

3. that certain Supplemental Intellectual Property Security Agreement, dated as of May 9, 2012, made by Harland Clarke Corp., which was recorded with the United States Patent and Trademark Office at Reel 4776, Frame 0240;
4. that certain Supplemental Intellectual Property Security Agreement, dated as of May 9, 2012, made by Scantron Corporation, which was recorded with the United States Patent and Trademark Office at Reel 4776, Frame 0346; and Reel 028185, Frame 0173; and
5. that certain Supplemental Intellectual Property Security Agreement, dated as of August 31, 2017, made by Harland Clarke Corp., Scantron Corporation, Checks in the Mail, Inc., NCP Solutions, LLC, Valassis Communications, Inc., Valassis Direct Mail, Inc., Valassis In-Store Solutions, Inc., MailCoups, Inc., NCH Marketing Services, Inc., Valassis Digital, Inc., RetailMeNot, Inc., GiftcardZen Inc, YSL Ventures, Inc., CSB Acquisition Co, LLC, Small Ponds, LLC, RNOT, LLC, Spectrawide Acquisition Co., LLC, CLTD Acquisition Co., LLC and Deals.com, LLC, which was recorded with the United States Patent and Trademark Office at Reel 6152, Frame 0079; and Reel 043791, Frame 0187;

WHEREAS, pursuant to the Intellectual Property Security Agreements, the Grantors granted to the Agent a security interest in certain Intellectual Property, including the trademarks, patents and copyrights set forth in the schedules to each of the Intellectual Property Security Agreements; and

WHEREAS, the Grantors now wish to add to and supplement the schedules to the Intellectual Property Security Agreements and to grant to the Agent a security interest in the Supplemental Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

I. GRANT OF SECURITY INTEREST.

Each Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following of such Grantor, to the extent not already subject to a security interest grant under the Intellectual Property Security Agreements (the “Supplemental Intellectual Property Collateral”), 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 Supplement, as applicable.

III. EXECUTION IN COUNTERPARTS.

This Supplement 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 Supplement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Supplement.

IV. GOVERNING LAW.

This Supplement shall be construed in accordance with, and governed by the laws of, the State of New York, without regard to its conflicts of law provisions.

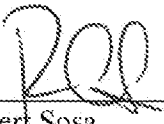
V. CONFLICT PROVISION.

This Supplement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and 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 Supplemental 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 Supplement 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.

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IN WITNESS WHEREOF, each of the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

HARLAND CLARKE CORP.
SCANTRON CORPORATION

By: 
Name: Robert Sosa
Title: Vice President and Treasurer

**SCHEDULE A
TRADEMARKS**

Trademarks - Scantron:

Owner	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Country
SCANTRON CORPORATION	AFPIANCESUTITE	87406875	Apr-11-2017	N/A	N/A	US
SCANTRON CORPORATION	AUTHOS	87387474	Mar-27-2017	N/A	N/A	US
SCANTRON CORPORATION	DESIGN ONLY	87455043	May-18-2017	N/A	N/A	US
SCANTRON CORPORATION	DESIGN ONLY	87380021	Mar-21-2017	N/A	N/A	US
SCANTRON CORPORATION	P&L TECHNOLOGY	87387482	Mar-27-2017	N/A	N/A	US
SCANTRON CORPORATION	P&L TECHNOLOGY	87387479	Mar-27-2017	N/A	N/A	US

Harland Clarke - Trademarks:

Owner	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Country
HARLAND CLARKE CORP.	CREATE-IT!	74571174	Sep-8-1994	1929606	Oct-24-1995	US
HARLAND CLARKE CORP.	MOBILEMARK	87321060	Feb-1-2017	N/A	N/A	US
HARLAND CLARKE CORP.	THE CREATIVITY TOOLBOX	74571170	Sep-8-1994	1931210	Oct-31-1995	US

SCHEDULE B

PATENTS

None.

**SCHEDULE C
COPYRIGHTS**

None.

SCHEDULE D

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

None.

TRADEMARK

REEL: 006196 FRAME: 0388

RECORDED: 11/03/2017