

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harland Clarke Corp.		11/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	101 NORTH PHILLIPS AVENUE, ONE WACHOVIA CENTER		
City:	SIOUX FALLS		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4049848	FIDIPIDI	
Serial Number:	87321060	MOBILEMARK	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	(312) 554-8000		
Email:	blc@pattishall.com, kep@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	2772-22		
NAME OF SUBMITTER:	Bradley L. Cohn		
SIGNATURE:	/bradleycohn/		
DATE SIGNED:	12/08/2017		
Total Attachments: 9			
source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page1.tif			
source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page2.tif			

CH \$65.00 4049848

source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page3.tif

source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page4.tif

source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page5.tif

source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page6.tif

source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page7.tif

source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page8.tif

source=Scantron Corporation and Harland Clarke Refinancing - IP - Notes Supplemental IPSA (Executed) sent to DBR)#page9.tif

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 Wells Fargo Bank, National Association, a national banking association, as Collateral Trustee (in such capacity and together with its successors, the "Collateral Trustee") for the Secured Parties. Capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, the Collateral Trustee agreed, pursuant to the terms of the Collateral Trust Agreement, dated as of July 24, 2012, by and among Harland Clarke Holdings Corp., a Delaware corporation (the "Company"), the Grantors, the Collateral Trustee, the Notes Trustee and the other parties party thereto (the "Collateral Trust Agreement") to accept the grant of a security interest under that certain Security Agreement, dated as of July 24, 2012, by and among the Company, the Grantors, the Collateral Trustee, and the other parties party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as security for the Collateral Trust Parity Lien Obligations;

WHEREAS, under the terms of the Security Agreement, the grantors thereunder granted a security interest in the Collateral, including, without limitation, certain Intellectual Property, to the Collateral Trustee for the benefit of the Secured Parties;

WHEREAS, pursuant to the Collateral Trust 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 July 24, 2012, made by Harland Clarke Corp., Checks in the Mail, Inc., and Scantron Corporation, which was recorded with the United States Patent and Trademark Office at Reel 4855, Frame 0500; Reel 4857, Frame 0783; Reel 4857, Frame 0733; and Reel 28922, Frame 793; and
2. 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 6151, Frame 0119; and Reel 043791, Frame 0085;

WHEREAS, pursuant to the Intellectual Property Security Agreements, the Grantors granted to the Collateral Trustee 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 Collateral Trustee 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 Collateral Trustee, 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 Collateral Trust Parity Lien 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 Collateral Trust Agreement and the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Supplemental Intellectual Property Collateral are more fully set forth in the Collateral Trust Agreement and the Security 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 Collateral Trust Agreement or the Security Agreement, the provisions of the Collateral Trust Agreement or the Security Agreement, as applicable, shall govern.

[Remainder of Page Intentionally Left Blank]

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	AFFIANCESUTTE	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.	FIDIPIDI	77886729	Dec-4-2009	4049848	Sep-11-2011	US
HARLAND CLARKE CORP.	MOBILEMARK	87321060	Feb-1-2017	N/A	N/A	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.