

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as resigning agent		10/02/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	MM 2018, L.L.C.		
Street Address:	444 W. Lake Street		
Internal Address:	Suite 3400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3887996	GET MORE OF WHAT YOU WANT	
Registration Number:	4148228	H.O.T! COUPONS	
Registration Number:	3530937	MONEY MAILER	
Registration Number:	3732149	LIKE GETTING MONEY ON YOUR CELL PHONE	
Registration Number:	3539334	A AD BOOKS BY MONEY MAILER	
Registration Number:	3417063	HOT! COUPONS ANYWHERE, ANYTIME. JUST CLI	
Registration Number:	3373999	ADEASE	
Registration Number:	2613673	LIKE GETTING MONEY IN YOUR MAILBOX	
Registration Number:	2278143	HELPING BUSINESSES GET AND KEEP MORE CUS	
Registration Number:	2117628	SMARTZONES	
Registration Number:	1828510	MM MONEY MAILER	
Registration Number:	1215176	MONEY MAILER	
CORRESPONDENCE DATA			
Fax Number:	2128911699		
<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:	212-891-1618		
Email:	chgoip@jenner.com		
TRADEMARK			

CH \$315.00 3887996

Correspondent Name: Carole Duran
Address Line 1: 919 Third Avenue
Address Line 2: c/o Jenner & Block LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 58318-10010

NAME OF SUBMITTER: Carole A. Duran

SIGNATURE: /carole a. duran/

DATE SIGNED: 10/08/2018

Total Attachments: 12

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of October 2, 2018, by and between Money Mailer, LLC, a Delaware limited liability company ("Grantor"), Antares Capital LP, in its capacity as resigning administrative agent and collateral agent (in such capacity, the "Resigning Agent") and MM 2018, L.L.C., in its capacity as successor administrative agent and collateral agent (in such capacity, the "Successor Agent") for the Lenders party to the Credit Agreement (defined below). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement (defined below) or the Trademark Agreement (defined below), as applicable.

WITNESSETH:

WHEREAS, Grantor and certain of its affiliates, the Resigning Agent and certain other financial institutions have entered into a certain Credit Agreement dated as of April 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor, certain of its affiliates and the Resigning Agent have entered into a certain Guaranty and Security Agreement dated as of April 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to the Resigning Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as such term is defined in the Trademark Agreement (as defined below)), including, without limitation, the applications and registrations set forth on Exhibit A attached hereto, to secure the payment of the Secured Obligations under the Credit Agreement;

WHEREAS, to further secure the obligations under the Credit Agreement and Security Agreement, Grantor entered into that certain Trademark Security Agreement in favor of the Resigning Agent dated as of April 29, 2016 (the "Trademark Agreement");

WHEREAS, pursuant to that certain Amendment No. 3 to Credit Agreement and Agent Resignation and Appointment Agreement, dated as of the date hereof, by and among Grantor, certain of its affiliates, the Resigning Agent, the Successor Agent and the lenders and other parties thereto (the "Credit Agreement Amendment"), the Resigning Agent resigned as Agent under the Credit Agreement and other Loan Documents, and the Successor Agent was appointed as successor Agent thereunder;

WHEREAS, in order to account for the resignation of the Resigning Agent and the appointment of the Successor Agent under the Credit Agreement Amendment, the parties have

agreed to execute this Amendment; and

WHEREAS, upon the execution of this Amendment, the Resigning Agent will assign, transfer and set over to the Successor Agent all of its right, title and interest in and to the Trademark Agreement, including without limitation, the Trademark Collateral and the applications set forth on Exhibit A attached hereto and the Successor Agent will assume all rights of the Resigning Agent under the Trademark Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. The parties hereby acknowledge and affirm the accuracy of the foregoing recitals. The foregoing recitals are hereby incorporated in and made a part of this Amendment.

2. Any and all references to "Agent" in the Trademark Agreement are hereby amended to mean and refer to the Successor Agent.

3. To the extent any terms and provisions of the Trademark Agreement are inconsistent with this Amendment, such terms and provisions of this Amendment shall control. Except as amended or revised herein, the Trademark Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto and thereto.

4. The Grantor does hereby unconditionally reaffirm all of its obligations under the Trademark Agreement after giving effect to the Credit Agreement Amendment and this Amendment.

5. Grantor hereby represents and warrants to the Successor Agent that the Trademark Agreement executed by it was, on the date of the execution and delivery thereof, and continues to be, on and after the date hereof, the valid and binding obligation of the Grantor enforceable in accordance with its terms.

6. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York.

7. This Amendment shall be deemed to be made a part of the Trademark Agreement. The Trademark Agreement as amended hereby, is hereby ratified and confirmed and shall continue in full force and effect. All references to the Trademark Agreement shall be deemed to be references to the Trademark Agreement as amended by this Amendment, and as the same may be further amended, supplemented or otherwise modified from time to time.


8. This Amendment may be executed on any number of separate counterparts taken together shall constitute one and the same instrument. A facsimile copy of this Amendment shall be deemed an original for all purposes.

[SIGNATURE PAGES FOLLOW]

**TRADEMARK
REEL: 006500 FRAME: 0722**

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Trademark Security Agreement as of the date first above written.

MONEY MAILER, LLC,
as Grantor

By: 
Name: Ryan Carr
Title: COO/CFO/Treasurer/Secretary

SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006500 FRAME: 0723

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Trademark Security Agreement as of the date first above written.

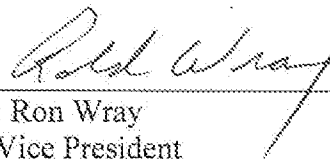
ANTARES CAPITAL LP,
as Resigning Agent



By: _____
Name: Michael Kriz
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Trademark Security Agreement as of the date first above written.

MM 2018, L.L.C.,
as Successor Agent

By: 
Name: Ron Wray
Title: Vice President

SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT


**TRADEMARK
REEL: 006500 FRAME: 0725**


EXHIBIT A TO AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations



1. REGISTERED TRADEMARES

U.S. Federal Trademark Registrations

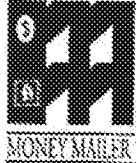
<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
GET MORE OF WHAT YOU WANT	Money Mailer, LLC	3,887,996	07-DEC-2010	77/948,685	02-MAR-2010	INT. CL. 35: Direct mail advertising services for others; advertising agency services; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising agencies.	Registered.
H.O.T! COUPONS	Money Mailer, LLC	4,148,228	29-MAY-2012	77/825,315	11-SEP-2009	INT. CL. 35: Promoting the goods and services of others by providing a web site featuring coupons, rebates, links to the retail web sites of others, product information and discount information.	Registered.
MONEY MAILER	Money Mailer, LLC	3,530,937	11-NOV-2008	77/461,197	29-APR-2008	INT. CL. 35: Direct mail advertising services for others; advertising agency services; franchising services, namely, offering technical aid and assistance	Registered. 8&15 Affidavits accepted and acknowledge.


<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
						in the establishment and/or operation of direct mail advertising agencies	
LIKE GETTING MONEY ON YOUR CELL PHONE	Money Mailer, LLC	3,732,149	29-DEC-2009	77/443,437	08-APR-2008	INT. CL. 35: Direct mail advertising services for others; advertising agency services; direct marketing services for others; one-to-one advertising services for others; electronic and interactive advertising services for others	Registered. §§15 Affidavits accepted and acknowledge.
A AD BOOKS BY MONEY MAILER and Design 	Money Mailer, LLC	3,539,334	02-DEC-2008	77/134,303	19-MAR-2007	INT. CL. 9: Computer software for managing and processing advertisements and ordering of marketing and advertising production services by others.	Registered. §§15 Affidavits accepted and acknowledge.
HOT! COUPONS ANYWHERE. ANYTIME JUST CLICK, PRINT & GO! WWW.HOTCOUPONS.COM and Design	Money Mailer, LLC	3,417,063	29-APR-2008	77/134,652	19-MAR-2007	INT. CL. 35: Electronic direct mail advertising services for others and advertising agency services	Registered. §§15 Affidavits accepted and acknowledge.


Mark	Owner	Reg. No.	Reg. Date	Serial No.	Filing Date	Goods/Services	Status
							
ADEASE	Money Mailer, LLC	3,373,999	23-JAN-2005	78/745,023	01-NOV-2005	INT. CL. 9: Computer software used to manage the production and ordering of advertisements	Registered. S&LS Affidavits accepted and acknowledge.
LIKE GETTING MONEY IN YOUR MAILBOX	Money Mailer, LLC	2,613,673	03-SEP-2002	75/707,482	17-MAY-1999	INT. CL. 35: Direct mail advertising services for others; advertising agency services; direct marketing services for others; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of cooperative direct mail advertising businesses	Registered and renewed.
HELPING BUSINESSES GET AND KEEP MORE CUSTOMERS	Money Mailer, LLC	2,278,143	14-SEP-1999	75/548,039	04-SEP-1998	INT. CL. 35: Direct mail advertising services for others; advertising agency services; direct marketing services for others; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising businesses	Registered and renewed.

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
						and electronic direct marketing agencies.	
SMARTZONES	Money Mailer, LLC	2,117,628	02-DEC-1997	75/145,071	05-AUG-1996	INT. CL. 35: Direct mail advertising services for others; advertising agency services; direct marketing services for others; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising businesses and electronic direct marketing agencies.	Registered and renewed.
MONEY MAILER and Design 	Money Mailer, LLC	1,328,310	29-MAR-1994	74/313,578	14-SEP-1992	INT. CL. 35: Direct mail advertising services for others; advertising agency services; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising agencies.	Registered and renewed.
MONEY MAILER and Design 	Money Mailer, LLC	1,215,176	02-NOV-1982	73/264,433	24-JUL-1980	INT. CL. 35: Direct mail advertising services for others.	Registered and renewed.

Foreign Trademark Registrations

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
(Canada) MONEY MAILER	Money Mailer, LLC	TMA 329404	26-JUN-1987	552831	20-NOV-1985	Direct mail advertising services for others; advertising agency services; rendering technical assistance in the establishment and/or operation of direct mail advertising agencies.	Registered and renewed.
(Mexico) MONEY MAILER and Design 	Money Mailer, LLC	869866	25-FEB-2005	670653	06-AUG-2004	Int. Cl. 35: Services for commercials at direct mail for third parties; advertising agency services; especially offering than assistance and technical assistance in establishment and operations than advertising agencies into plow than direct mail.	Registered and renewed.
(Brazil) MONEY MAILER	Money Mailer, LLC	819886637	23-NOV-1999	819886637	15-APR-1997	Communication services, advertising and advertising. Note explanatory include if in this item services of telegraphy, radio, television, telex, correspondence, journalism etc.	Registered and renewed.
(Chile) MONEY MAILER and	Money Mailer, LLC	790576	20-JUN-2007	756800	27-DEC-2006	Int. Cl. 35: Incl. services for advertisement by direct mail for others; advertising agency services;	Registered.

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
Design 						franchising services, specially, offering than assistance and technical assistance in establishment and/or operations than agencies for advertisement by direct mail.	
(CTM) MONEY MAILER	Money Mailer, LLC	7208127	05-JUN-2009	7208127	03-SEP-2008	Int. Cl. 35: Direct mail advertising services for others; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising agencies.	Registered
(Japan) MONEY MAILER	Money Mailer, LLC	2357255	29-NOV-1991	H01-010802	01-FEB-1989	Int. Cl. 16: Print, document, photo, photo stand	Registered and renewed.
(Australia) MONEY MAILER	Money Mailer, LLC	303984	01-FEB-1989	303984	01-FEB-1989	Int. Cl. 35: Consultancy services included in this class in relation to direct mail advertising services for others including consultancy services included in this class in relation to the establishment and operation of direct mail advertising agencies.	Registered and renewed.

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
(New Zealand) MONEY MAILER and Design 	Money Mailer, LLC	266489	19-AUG-1997	266489	30-AUG-1996	Int. Cl. 35: Business management and business administration services including direct mail advertising services for others; advertising agency services; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising agencies all being services in this class	Registered and renewed.

2: TRADEMARK APPLICATIONS

None.