

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCP Solutions, LLC		07/24/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 E. 42nd Street, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4224470	NCP SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8502088299		
Email:	trademarks@rmn.com		
Correspondent Name:	Seth Randle		
Address Line 1:	301 Congress Avenue Suite 700		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Seth Randle		
SIGNATURE:	/Seth Randle/		
DATE SIGNED:	12/17/2018		
Total Attachments: 6			
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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "Release"), dated as of December 14, 2018, is made by Wells Fargo Bank, National Association, solely as collateral trustee (in such capacity, together with its successors and permitted assignees, the "Collateral Trustee") under the Collateral Trust Agreement (as defined below), in favor of NCP Solutions, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, Harland Clarke Holding Corp., a Delaware corporation ("Company") entered into a Collateral Trust Agreement, dated as of July 24, 2012 (as amended, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), among the Company, the Collateral Trustee, the Notes Trustee and the other parties thereto;

WHEREAS, in connection with the Collateral Trust Agreement, the Company, the Grantor, certain other grantors, the Collateral Trustee and the other parties thereto entered into that certain Security Agreement, dated as of July 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Collateral Trustee a security interest in the Trademark Collateral (as defined below);

WHEREAS, in furtherance of the Security Agreement, the Grantor executed a Supplemental Intellectual Property Security Agreement, dated August 31, 2017 (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), which was duly recorded on September 11, 2017, at Reel/Frame 6151/0119 in the United States Patent and Trademark Office ("USPTO");

WHEREAS, pursuant to Section 4.1(b) of the Collateral Trust Agreement, the Company has delivered to the Collateral Trustee an Officer's Certificate and opinion of counsel (the "Officer's Certificate and Opinion") each containing the statements required by Section 4.1(b) of the Collateral Trust Agreement with respect to the release of the Collateral Trustee's Liens on the Collateral of the Grantor; and

WHEREAS, the Officer's Certificate and Opinion having been delivered to the Collateral Trustee, the Collateral Trustee is authorized by the Collateral Trust Agreement, the Security Agreement and the IP Security Agreement to release all right, title and interest in and dissolve those liens and encumbrances created by the IP Security Agreement and the Security Agreement with respect to the Trademark Collateral, and to execute and deliver this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Trustee hereby agrees as follows:

1. Definitions.

- a. Capitalized terms used and not defined herein have the meanings given such terms in the Collateral Trust Agreement or the Security Agreement, as applicable.
- a. "Trademark Collateral" means all of the following of the Grantor: (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 USPTO 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.

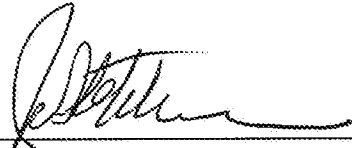
2. Release of Security Interest. The Collateral Trustee, without recourse, representation or warranty (except as set forth in Section 3 herein), hereby irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of the Grantor and its successors and assigns, each security interest granted to the Collateral Trustee under the Security Agreement and the IP Security Agreement in the Trademark Collateral, and any other security interests, liens, right, title or interest that the Collateral Trustee or its predecessors, successors and assigns may have in or to the Trademark Collateral. The Collateral Trustee acknowledges and agrees that the Security Agreement, the IP Security Agreement and any other agreement under which the Grantor has granted it a collateral mortgage, pledge, hypothecation, grant, assignment, lien or security interest in, to or under the Trademark Collateral have been terminated with respect to the Trademark Collateral, and any and all right, title and interest of the Collateral Trustee in the Trademark Collateral shall hereby cease and become void.
3. Concerning the Collateral Trustee. The Collateral Trustee represents and warrants that this Release has been executed by one of its duly authorized officers. In executing this Release, the Trustee shall be entitled to the benefit of every provision of the Collateral Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Collateral Trustee, including its right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided. The recitals contained herein shall be taken as the statements of the Company and the Grantor and the Collateral Trustee assumes no responsibility for their correctness or liability in any manner whatsoever for or with respect to any of the recitals or statements contained herein.

4. Recordation; Further Assurances. The parties hereto authorize and request that the Commissioner for Trademarks at the USPTO or its delegate record this Release against the Trademark Collateral. The Collateral Trustee agrees to perform, at the Grantor's expense, all further acts and provide, execute and/or deliver all further information, authorization, documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.
5. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.
6. Miscellaneous. As used in this Release, the word "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." This Release 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. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon the Collateral Trustee's representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantor and its successors and assigns. The exchange of copies of this Release and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Release as to the parties hereto and may be used in lieu of the original Release for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Trademark Security Interest to be executed by their duly authorized representatives as of the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, solely as Collateral Trustee
under the Collateral Trust Agreement


By: 
Name: John C. Stohlmann
Title: Vice President

NCP SOLUTIONS, LLC, as Grantor

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

SCHEDULE A

Trademark Collateral

Owner	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Country
NCP SOLUTIONS, LLC		85455385	Oct- 25-2011	4224470	Oct-16-2012	US

Release of Trademark Security Interest