

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clipper Magazine LLC		06/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	90 Greenwich Street		
Internal Address:	1st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2565383	AMERICA'S SAVINGS MAGAZINE	
Registration Number:	5521372	BIG EXTRA	
Registration Number:	5576020	BIG EXTRA	
Registration Number:	5716790	CARDIGENT	
Registration Number:	2007462	CLIPPER MAGAZINE	
Registration Number:	2452875	CLIPPER MAGAZINE	
Registration Number:	2927701	CLIPPER MAGAZINE	
Registration Number:	3860168	CLIPPERCASH	
Registration Number:	3634953	COUPONCLIPPER.COM	
Registration Number:	4290849	DEAL CHICKEN	
Registration Number:	5095027	EREACH.COM	
Registration Number:	2887634	GREAT DEALS MAGAZINE	
Registration Number:	3820637	HOME & DECOR IDEAS	
Registration Number:	3152995	LOCAL FLAVOR	
Registration Number:	5222991	LOCAL FLAVOR	
Registration Number:	5249790	LOCAL FLAVOR	
Registration Number:	3025083	LOYAL CUSTOMER CLUB	
Registration Number:	2016647	MINT MAGAZINE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2148595	MINT MONEY
Registration Number:	2564153	MYCLIPPER
Registration Number:	3527149	PRESTIGIOUS LIVING
Registration Number:	1530003	REACH
Registration Number:	1528222	REACH
Registration Number:	4780889	REACH MORE
Registration Number:	2415301	REACHUSA
Registration Number:	4267532	REACHUSA TRUSTED BRANDS. ENGAGED CONNECT
Registration Number:	2470333	SAVVY SHOPPER
Registration Number:	2839739	THE BEST LOCAL ADVERTISING IN AMERICA
Registration Number:	2530915	THE BEST LOCAL ADVERTISING IN AMERICA. P
Registration Number:	2839738	THE BEST LOCAL ADVERTISING IN AMERICA. P
Registration Number:	1536672	THE COUPON CLIPPER
Registration Number:	1543492	THE COUPON CLIPPER
Registration Number:	2544011	THE EVERYTHING BOOK
Registration Number:	5270401	TOTAL LOYALTY SOLUTIONS
Serial Number:	87425040	HOUSE2HOME SHOWCASE

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 525360/1462

NAME OF SUBMITTER: Oren Epstein

SIGNATURE: /OE/

DATE SIGNED: 06/30/2019

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 27, 2019 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Clipper Magazine LLC, a Delaware limited liability company (the "Grantor") in favor of Citibank, N.A., a national banking association with offices located at 390 Greenwich Street, 1st Floor, New York, NY 10014, 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"), each Subsidiary of the Borrower from time to time party thereto as a co-borrower, CA Acquisition Holdings, Inc., as Guarantor (as defined in the Guarantee and Collateral Agreement referred to below), and each other Guarantor from time to time party thereto have entered into a Credit Agreement, dated as of February 20, 2013 (as may be amended, restated, supplemented, replaced 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, CA Acquisition Holdings, Inc. and each other Guarantor executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 20, 2013, in favor of the Agent (as may be 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 an Assumption Agreement, dated as of the date hereof, the Grantor has become a party 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 of the grantors, to the Agent for the benefit of the Secured Parties. By becoming a grantor under the Guarantee and Collateral Agreement, the Grantor is 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 Grantor hereby agrees as follows:

I. GRANT OF SECURITY.

The 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 the Grantor, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the 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 the 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 or service mark 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 the 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.

The 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. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security 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 Grantor to the Guarantee and Collateral Agreement and the Credit Agreement. The 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.

SCHEDULE A
TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Mark Type</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Classes</u>	<u>Current Owner of Record</u>
AMERICA'S SAVINGS MAGAZINE	UNITED STATES	WORD	78/036,937	11/29/2000	2,565,383	4/30/2002	REGISTERED	16	Clipper Magazine LLC
BIG EXTRA	UNITED STATES	WORD	87/469,672	5/31/2017	5,521,372	7/17/2018	REGISTERED	16, 41	Clipper Magazine LLC
BIG EXTRA	UNITED STATES	WORD	87/977,659	5/31/2017	5,576,020	10/2/2018	REGISTERED	35, 42	Clipper Magazine LLC
CARDIGENT	UNITED STATES	WORD	87/668,547	11/1/2017	5,716,790	4/2/2019	REGISTERED	35, 42	Clipper Magazine LLC
CLIPPER MAGAZINE	UNITED STATES	WORD	74/584,751	10/12/1994	2,007,462	10/15/1996	REGISTERED	16, 35	Clipper Magazine LLC
CLIPPER MAGAZINE	UNITED STATES	WORD	75/904,726	1/28/2000	2,452,875	5/22/2001	REGISTERED	35	Clipper Magazine LLC
CLIPPER MAGAZINE (Stylized)	UNITED STATES	STYLIZED	78/182,928	11/7/2002	2,927,701	2/22/2005	REGISTERED	16, 35	Clipper Magazine LLC
CLIPPERCASH	UNITED STATES	WORD	77/947,994	3/2/2010	3,860,168	10/12/2010	REGISTERED	35	Clipper Magazine LLC
COUPONCLIPPER.COM	UNITED STATES	WORD	77/608,539	11/6/2008	3,634,953	6/9/2009	REGISTERED	35	Clipper Magazine LLC
DEAL CHICKEN	UNITED STATES	WORD	85/211,582	1/6/2011	4,290,849	2/19/2013	REGISTERED	35	Clipper Magazine LLC
EREACH.COM	UNITED STATES	WORD	87/009,322	4/21/2016	5,095,027	12/6/2016	REGISTERED	35	Clipper Magazine LLC
GREAT DEALS MAGAZINE	UNITED STATES	WORD	78/86422	11/19/2002	2887634	9/21/2004	REGISTERED	35	Clipper Magazine LLC
HOME & DECOR IDEAS	UNITED STATES	WORD	77/790,465	7/27/2009	3,820,637	7/20/2010	REGISTERED	16, 35	Clipper Magazine LLC
HOUSE2HOME SHOWCASE	UNITED STATES	WORD	87/425,040	4/25/2017			ALLOWED	16, 35, 41, 42	Clipper Magazine LLC
LOCAL FLAVOR	UNITED STATES	WORD	78/577,761	3/1/2005	3,152,995	10/10/2006	REGISTERED	35, 42	Clipper Magazine LLC
LOCAL FLAVOR	UNITED STATES	WORD	87/231,523	11/9/2016	5,222,991	6/13/2017	REGISTERED	16	Clipper Magazine LLC
LOCAL FLAVOR	UNITED STATES	WORD	87/250,522	11/29/2016	5,249,790	7/25/2017	REGISTERED	09	Clipper Magazine LLC
LOYAL CUSTOMER	UNITED STATES	WORD	76/531,639	7/23/2003	3,025,083	12/13/2005	REGISTERED	35	Clipper Magazine

<u>Mark</u>	<u>Jurisdiction</u>	<u>Mark Type</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Classes</u>	<u>Current Owner of Record</u>
CLUB									LLC
MINT MAGAZINE	UNITED STATES	WORD	74/388,727	5/5/1993	2,016,647	11/19/1996	REGISTERED	16	Clipper Magazine LLC
MINT MONEY	UNITED STATES	WORD	75/094,863	4/26/1996	2,148,595	4/7/1998	REGISTERED	16	Clipper Magazine LLC
MYCLIPPER	UNITED STATES	WORD	75/764,790	7/30/1999	2,564,153	4/23/2002	REGISTERED	35	Clipper Magazine LLC
PRESTIGIOUS LIVING	UNITED STATES	WORD	77/435,576	3/31/2008	3,527,149	11/4/2008	REGISTERED	16	Clipper Magazine LLC
REACH	UNITED STATES	WORD	73/735,470	6/20/1988	1,530,003	3/14/1989	REGISTERED	35	Clipper Magazine LLC
REACH	UNITED STATES	WORD	73/736,321	6/20/1988	1,528,222	3/7/1989	REGISTERED	16	Clipper Magazine LLC
REACH MORE	UNITED STATES	WORD	86/450,289	11/10/2014	4,780,889	7/28/2015	REGISTERED	40	Clipper Magazine LLC
REACHUSA	UNITED STATES	WORD	75/714,300	5/26/1999	2,415,301	12/26/2000	REGISTERED	35	Clipper Magazine LLC
REACHUSA TRUSTED BRANDS. ENGAGED CONNECTION S. and Design (Color)	UNITED STATES	DESIGN	85/602,731	4/19/2012	4,267,532	1/1/2013	REGISTERED ¹	35	Clipper Magazine LLC
SAVVY SHOPPER	UNITED STATES	WORD	75/699,541	5/7/1999	2,470,333	7/17/2001	REGISTERED	16	Clipper Magazine LLC
THE BEST LOCAL ADVERTISING IN AMERICA	UNITED STATES	WORD	76/490,622	2/19/2003	2,839,739	5/11/2004	REGISTERED	35	Clipper Magazine LLC
THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD.	UNITED STATES	WORD	75/904,743	1/28/2000	2,530,915	1/15/2002	REGISTERED	35	Clipper Magazine LLC
THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD.	UNITED STATES	WORD	76/490,621	2/19/2003	2,839,738	5/11/2004	REGISTERED	35	Clipper Magazine LLC
THE COUPON CLIPPER	UNITED STATES	WORD	73/716,174	3/14/1988	1,536,672	4/25/1989	REGISTERED	35	Clipper Magazine LLC
THE COUPON CLIPPER	UNITED STATES	WORD	73/716,271	3/14/1988	1,543,492	6/13/1989	REGISTERED	16	Clipper Magazine LLC
THE	UNITED STATES	WORD	75/980,906	5/11/2000	2,544,011	3/5/2002	REGISTERED	35	Clipper

¹ This trademark will be permitted to lapse.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Mark Type</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Classes</u>	<u>Current Owner of Record</u>
EVERYTHING BOOK	STATES								Magazine LLC
TOTAL LOYALTY SOLUTIONS	UNITED STATES	WORD	87/297,570	1/11/2017	5,270,401	8/22/2017	REGISTERED	35, 42	Clipper Magazine LLC

SCHEDULE B

PATENTS

None.

SCHEDULE C

COPYRIGHTS

Title	Reg. No.	Reg. Date	Status	Claimant
Clipper Magazine	TX 6-027-128	8/31/2004	REGISTERED	Clipper Magazine, Inc.
Allbrite Car Wash advertisement	VA 1-239-878	7/8/2003	REGISTERED	Clipper Magazine, Inc.
Bella Nails advertisement	VA 1-224-392	4/24/2003	REGISTERED	Clipper Magazine, Inc.
Clipper Magazine	TX 5-707-529	3/7/2003	REGISTERED	Clipper Magazine, Inc.
Fish & chips photograph	VA 1-208-651	4/4/2003	REGISTERED	Clipper Magazine, Inc.
John Anthony's advertisement	VA 1-208-572	4/8/2003	REGISTERED	Clipper Magazine, Inc.
Platinum jewelers advertisement	VA 1-240-937	11/21/2003	REGISTERED	Clipper Magazine, Inc.
Air Pro Heating & Cooling	VA 1-269-108	4/26/2004	REGISTERED	Clipper Magazine, LLC
Air Pro Heating and Cooling advertisement	VA 1-258-681	2/17/2004	REGISTERED	Clipper Magazine, LLC
Belavi Wellness Center	VA 1-261-914	5/3/2004	REGISTERED	Clipper Magazine, LLC
Central Park Auto Wash	VA 1-267-406	5/3/2004	REGISTERED	Clipper Magazine, LLC
Clipper Magazine	TX 6-916-942	2/19/2009	REGISTERED	Clipper Magazine, LLC
First class haulers	VA 1-290-458	11/15/2004	REGISTERED	Clipper Magazine, LLC
Gary's advertisement	VA 1-282-159	9/2/2004	REGISTERED	Clipper Magazine, LLC
Gordo's	VA 1-268-776	5/19/2004	REGISTERED	Clipper Magazine, LLC
Gordo's	VA 1-267-407	5/3/2004	REGISTERED	Clipper Magazine, LLC
Gordos--owner photograph	VA 1-270-650	6/18/2004	REGISTERED	Clipper Magazine, LLC
Kitchen Tune-Up advertisement	VA 1-246-146	3/4/2004	REGISTERED	Clipper Magazine, LLC
La Bella Restaurant & Pizzeria, northern Italian cuisine	VA 1-269-252	5/7/2004	REGISTERED	Clipper Magazine, LLC
La Nard Jewelry	VA 1-255-366	2/13/2004	REGISTERED	Clipper Magazine, LLC
Magic Wok	VA 1-264-638	5/7/2004	REGISTERED	Clipper Magazine, LLC
Magic wok lobster plate photograph	VA 1-273-629	7/23/2004	REGISTERED	Clipper Magazine, LLC
Magic wok-food plate photograph	VA 1-274-675	6/18/2004	REGISTERED	Clipper Magazine, LLC
Mediterranean Specialty Foods advertisement	VA 1-255-419	2/13/2004	REGISTERED	Clipper Magazine, LLC
Michelangelo's Pizzeria	VA 1-259-526	5/3/2004	REGISTERED	Clipper Magazine, LLC
Okinawa	VA 1-267-405	5/3/2004	REGISTERED	Clipper Magazine, LLC
Okinawa, sake & food plate photograph	VA 1-278-552	6/18/2004	REGISTERED	Clipper Magazine, LLC
Palmas Verdes--food plate	VA 1-265-517	6/18/2004	REGISTERED	Clipper Magazine, LLC
Palmas Verdes--restaurant facade	VA 1-270-651	6/18/2004	REGISTERED	Clipper Magazine, LLC
Palmas Verdes--restaurant interior	VA 1-264-611	6/18/2004	REGISTERED	Clipper Magazine, LLC
Palmas Verdes--six plates of food	VA 1-271-863	6/18/2004	REGISTERED	Clipper Magazine, LLC
Panda King advertisement	VA 1-282-160	9/7/2004	REGISTERED	Clipper Magazine, LLC

Title	Reg. No.	Reg. Date	Status	Claimant
Parkwood Dental Care	VA 1-255-431	4/5/2004	REGISTERED	Clipper Magazine, LLC
Pizza, pizza!	VA 1-264-627	5/24/2004	REGISTERED	Clipper Magazine, LLC
Totonno's	VA 1-261-130	4/26/2004	REGISTERED	Clipper Magazine, LLC
Totonno's pizza oven photograph	VA 1-274-662	6/18/2004	REGISTERED	Clipper Magazine, LLC
Weather Shield, Inc.	VA 1-256-361	4/26/2004	REGISTERED	Clipper Magazine, LLC

SCHEDULE D

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

None.