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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clipper Magazine LLC		06/27/2019	Corporation: DELAWARE <i>LLC</i>

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	101 N. Tryon Street
Internal Address:	Mail Code NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	78036937	AMERICA'S SAVINGS MAGAZINE
Serial Number:	87469672	BIG EXTRA
Serial Number:	87977659	BIG EXTRA
Serial Number:	87668547	CARDIGENT
Serial Number:	74584751	CLIPPER MAGAZINE
Serial Number:	75904726	CLIPPER MAGAZINE
Serial Number:	78182928	CLIPPER MAGAZINE
Serial Number:	77947994	CLIPPERCASH
Serial Number:	77608539	COUPONCLIPPER.COM
Serial Number:	85211582	DEAL CHICKEN
Serial Number:	87009322	EREACH.COM
Serial Number:	78186422	GREAT DEALS MAGAZINE
Serial Number:	77790465	HOME & DECOR IDEAS
Serial Number:	87425040	HOUSE2HOME SHOWCASE
Serial Number:	78577761	LOCAL FLAVOR
Serial Number:	87231523	LOCAL FLAVOR
Serial Number:	87250522	LOCAL FLAVOR
Serial Number:	76531639	LOYAL CUSTOMER CLUB

CH \$890.00 78036937

Property Type	Number	Word Mark
Serial Number:	74388727	MINT MAGAZINE
Serial Number:	75094863	MINT MONEY
Serial Number:	75764790	MYCLIPPER
Serial Number:	77435576	PRESTIGIOUS LIVING
Serial Number:	73735470	REACH
Serial Number:	73736321	REACH
Serial Number:	86450289	REACH MORE
Serial Number:	75714300	REACHUSA
Serial Number:	85602731	REACHUSA TRUSTED BRANDS. ENGAGED CONNECT
Serial Number:	75699541	SAVVY SHOPPER
Serial Number:	76490622	THE BEST LOCAL ADVERTISING IN AMERICA
Serial Number:	75904743	THE BEST LOCAL ADVERTISING IN AMERICA. P
Serial Number:	76490621	THE BEST LOCAL ADVERTISING IN AMERICA. P
Serial Number:	73716174	THE COUPON CLIPPER
Serial Number:	73716271	THE COUPON CLIPPER
Serial Number:	75980906	THE EVERYTHING BOOK
Serial Number:	87297570	TOTAL LOYALTY SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 885 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030786-0806
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/01/2019

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 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. (the “Borrower”) and the subsidiaries of the Borrower from time to time party thereto as Subsidiary Co-Borrowers, have entered into an Amended and Restated Credit Agreement dated as of November 3, 2017 (as may be further 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, and each other Guarantor executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 1, 2007 and as amended by the Third Amendment and Incremental Joinder Agreement and Amendment to Guarantee and Collateral Agreement on February 4, 2014 in favor of the Agent (as it may be further 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 that certain Assumption Agreement, dated as of the date hereof, made by Grantor in favor of the Agent, 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, 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.

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 without prejudice to, and are in addition to those 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.

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

CLIPPER MAGAZINE LLC

By:  _____

Name: Robert Sosa

Title: Vice President and Treasurer

[Signature Page -- IP Security Agreement -- Clipper Magazine LLC (TL)]

TRADEMARK
REEL: 006686 FRAME: 0381

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
COUPONCLIP PER.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

<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>
LOYAL CUSTOMER CLUB	UNITED STATES	WORD	76/531,639	7/23/2003	3,025,083	12/13/2005	REGISTERED	35	Clipper Magazine 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

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>
THE COUPON CLIPPER	UNITED STATES	WORD	73/716,271	3/14/1988	1,543,492	6/13/1989	REGISTERED	16	Clipper Magazine LLC
THE EVERYTHING BOOK	UNITED STATES	WORD	75/980,906	5/11/2000	2,544,011	3/5/2002	REGISTERED	35	Clipper 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.