

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Agent		10/28/2020	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	CSB Acquisition Co., LLC		
Street Address:	301 Congress Avenue		
Internal Address:	Suite 700		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4489573	THREAD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
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:	030786-0874		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/28/2020		
Total Attachments: 6			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “Release”), dated as of October 28, 2020, is made by 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), in favor of RetailMeNot, Inc., Giftcardzen Inc., YSL Ventures, Inc., CSB Acquisition Co., LLC, Smallponds, LLC, RNot, LLC, Spectrawide Acquisition Co., LLC, CLTD Acquisition Co., LLC, Deals.com, LLC (collectively, the “Grantors”).

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 a Credit Agreement, dated as of April 4, 2007 (as amended by that certain First Amendment to Credit Agreement, dated as of May 4, 2007, the Second Amendment dated as of May 10, 2012, the New Facility Joinder Agreement dated as of April 26, 2013, the Third Amendment and Incremental Joinder Agreement and Amendment to Guarantee and Collateral Agreement dated as of February 4, 2014, the Fourth Amendment dated as of July 28, 2014, the Fifth Amendment and Incremental Joinder Agreement dated as of June 17, 2016, the Sixth Amendment and Incremental Joinder Agreement dated as of February 9, 2017, the Seventh Amendment, Incremental Joinder and Extension Agreement dated as of February 21, 2017 and the Eighth Amendment and Incremental Joinder Agreement dated as of May 23, 2017) (and as may further have been 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 may further have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to a Joinder Agreement, dated as of May 23, 2017, certain of the Grantors became parties to the Credit Agreement as Subsidiary Co-Borrowers, and pursuant to an Assumption Agreement, dated as of May 23, 2017, the Grantors became parties to the Guarantee and Collateral Agreement;

WHEREAS, in furtherance of the Guarantee and Collateral Agreement, the Grantors executed an Intellectual Property Security Agreement, dated May 23, 2017, (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “IP Security Agreement”), which was duly recorded on June 1, 2017, at Reel 6074 and Frame 0521 in the United States Patent and Trademark Office (“USPTO”).

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

1. Definitions.

- a. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement, the Guarantee and Collateral Agreement or the IP Security Agreement, as applicable.
- b. “Intellectual Property Collateral” means all of the following of the Grantors:
 - i (A) 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, (B) all renewals thereof and the right to obtain all renewals thereof, (C) 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, (D) 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 (E) 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;
 - ii (A) 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, (B) all reissues, extensions, divisions, continuation and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (C) all inventions (whether or not patentable) and all improvements thereof, (D) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (E)

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 (F) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

- iii (A) 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, (B) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (C) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (D) 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 (E) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world and
- iv 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, and all rights to use 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.

2. Release of Security Interest. The Agent, without any recourse, representation or warranty, hereby irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of the Grantors and their successors and assigns, each security interest in the Intellectual Property Collateral granted to the Agent under the Guarantee and Collateral Agreement and the IP Security Agreement. The Agent acknowledges and agrees that the IP Security Agreement has been terminated with respect to the Intellectual Property Collateral, and any and all right, title and interest of the Agent in the Intellectual Property Collateral under the Guarantee and Collateral Agreement and the IP Security Agreement shall hereby cease and become void.
3. Recordation. The Agent 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 Release against the Intellectual Property Collateral.

4. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.
5. 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 shall be binding upon the Agent and inure to the benefit of the Grantors and their respective successors and permitted assigns.
6. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Remainder of this page intentionally left blank]

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent under the Guarantee and Collateral Agreement

By:  _____

Name: William O'Daly

Title: Authorized Signatory

By:  _____

Name: Andrew Griffin

Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

Trademark	Filing Date	Serial Number	Registration Date	Registration Number	Owner
THREAD	Mar-19-2013	85880192	Feb-25-2014	4489573	CSB Acquisition Co., LLC