

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6067/0974

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		10/28/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RetailMeNot, Inc.
Street Address:	301 CONGRESS AVE
Internal Address:	SUITE 700
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE
Name:	Deals.com, LLC
Street Address:	301 Congress Ave
Internal Address:	Suite 700
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE
Name:	Spectrawide Acquisition Co., LLC
Street Address:	301 Congress Ave
Internal Address:	Suite 700
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE
Name:	GiftCardZen, Inc
Street Address:	301 Congress Ave
Internal Address:	Suite 700
City:	Austin
State/Country:	TEXAS
Postal Code:	78701

TRADEMARK

Entity Type:	Corporation: DELAWARE
Name:	CSB Acquisition Co., LLC
Street Address:	301 Congress Ave
Internal Address:	Suite 700
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE
Name:	YSL Ventures, Inc.
Street Address:	301 Congress Ave
Internal Address:	Suite 700
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE
Name:	Smallponds, LLC,
Street Address:	301 Congress Ave
Internal Address:	Suite 700
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE
Name:	RNot, LLC
Street Address:	301 Congress Ave
Internal Address:	Suite 700
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE
Name:	CLTD Acquisition Co.
Street Address:	301 Congress Ave
Internal Address:	Suite 700
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3242261	CARDS2APPLY
Registration Number:	4278018	CARPE DEALUM
Registration Number:	5159464	DEALS2BUY
Registration Number:	3039690	DEALS2BUY
Registration Number:	4611323	DEALSPOTTING
Registration Number:	3907902	GAGGLE OF CHICKS
Registration Number:	4731273	GIFTCARD ZEN
Registration Number:	4441280	OCTONOVEMCEMBER
Registration Number:	4327808	R
Registration Number:	3935181	RETAILMENOT
Registration Number:	4349252	RETAILMENOT
Registration Number:	4349253	RETAILMENOT
Registration Number:	4349254	RETAILMENOT
Registration Number:	4349251	RETAILMENOT
Registration Number:	4349255	RETAILMENOT
Registration Number:	4539663	RMN
Registration Number:	4328396	SAVE WHEN YOU WANT, WHERE YOU WANT
Registration Number:	4327641	SAVE WHEN YOU WANT, WHERE YOU WANT
Registration Number:	4356955	SCORE THE SAVINGS YOU WANT
Registration Number:	4489573	THREAD
Registration Number:	4327558	WHALESHARK MEDIA
Registration Number:	4723597	Z
Serial Number:	87069788	R

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 42501-4-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

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 Citibank, N.A., a national banking association, as administrative agent and collateral agent (in such capacities and together with its successors and permitted assigns, the “Agent”) for the Secured Parties, 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. (“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 entered into a Credit Agreement, dated as of February 20, 2013 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks, financial institutions and other entities 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 have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, 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 May 24, 2017, at Reel 6067 and Frame 0974 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:

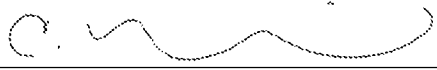
- i (A) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations 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.

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.

CITIBANK, N.A., as Agent under the Guarantee and Collateral Agreement

By: 

Name: Christopher Manno

Title: Director & Vice President

SCHEDULE A**TRADEMARKS**

Trademark	Filing Date	Serial Number	Registration Date	Registration Number	Owner
CARDS2APPLY	Jul-18-2006	78931772	May-15-2007	3242261	Spectrawide Acquisition Co., LLC
CARPE DEALEM	May-18-2011	85323518	Jan-22-2013	4278018	Deals.com, LLC
DEALS2BUY	Jun-14-2016	87070508	Mar-14-2017	5159464	Spectrawide Acquisition Co., LLC
DEALS2BUY	Nov-26-2004	76622263	Jan-10-2006	3039690	Spectrawide Acquisition Co., LLC
DEALSPOTTING	Nov-25-2013	86128764	Sep-23-2014	4611323	RetailMeNot, Inc.
GAGGLE OF CHICKS	Jun-08-2010	85057907	Jan-18-2011	3907902	RetailMeNot, Inc.
GIFTCARD ZEN	Sep-11-2014	86392682	May-5-2015	4731273	GiftCardZen, Inc
OCTONOVEMCEMBER	Oct-2-2012	85743550	Nov-26-2013	4441280	RetailMeNot, Inc.
R (Stylized)	Aug-24-2012	85712812	Apr-30-2013	4327808	RetailMeNot, Inc.
R Logo	Jun-13-2016	87069788			RetailMeNot, Inc.
RETAILMENOT	Aug-27-2009	77814559	Mar-22-2011	3935181	RetailMeNot, Inc.
RETAILMENOT	Aug-24-2012	85712697	Jun-11-2013	4349252	RetailMeNot, Inc.
RETAILMENOT	Aug-24-2012	85712719	Jun-11-2013	4349253	RetailMeNot, Inc.
RETAILMENOT	Aug-24-2012	85712741	Jun-11-2013	4349254	RetailMeNot, Inc.
RETAILMENOT	Aug-24-2012	85712672	Jun-11-2013	4349251	RetailMeNot, Inc.
RETAILMENOT (Stylized)	Aug-24-2012	85712793	Jun-11-2013	4349255	RetailMeNot, Inc.

Trademark	Filing Date	Serial Number	Registration Date	Registration Number	Owner
RMN	Mar-13-2013	85875366	May-27-2014	4539663	RetailMeNot, Inc.
SAVE WHEN YOU WANT, WHERE YOU WANT	Oct-3-2012	85744967	Apr-30-2013	4328396	RetailMeNot, Inc.
SAVE WHEN YOU WANT, WHERE YOU WANT	Aug-17-2012	85707007	Apr-30-2013	4327641	RetailMeNot, Inc.
SCORE THE SAVINGS YOU WANT	Aug-17-2012	85707022	Jun-25-2013	4356955	RetailMeNot, Inc.
THREAD	Mar-19-2013	85880192	Feb-25-2014	4489573	CSB Acquisition Co., LLC
WHALESHARK MEDIA	Aug-14-2012	85703571	Apr-30-2013	4327558	RetailMeNot, Inc.
Z Logo Z and Design.	Sep-11-2014	86392677	Apr-21-2015	4723597	GiftCardZen, Inc