

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6178/0360		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		04/20/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MAXPOINT INTERACTIVE, INC.		
Street Address:	15955 La Cantera Pkwy		
City:	San Antonio,		
State/Country:	TEXAS		
Postal Code:	78256		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4092015	DIGITAL ZIP	
Registration Number:	4150961	DIGITAL ZIP	
Registration Number:	4317616	MAXPOINT	
Registration Number:	4328729	MAXPOINT	
Registration Number:	4321499	MAXPOINT	
Registration Number:	4731734	MAXPOINT	
Registration Number:	4717260	MAXPOINT EXPRESS	
Registration Number:	4870228	MAXPOINT EXPRESS	
Registration Number:	4897403	MAXPOINT INTELLIGENCE PLATFORM	
Registration Number:	4317627	MAXPOINT INTERACTIVE	
Registration Number:	4321467	MAXPOINT INTERACTIVE	
Registration Number:	4549874	MAXPOINT IT'S ABOUT THE NEIGHBORHOOD	
Serial Number:	87088055	CUSTOMER CATALYST	
Serial Number:	87073608	INTELLITAG	
Serial Number:	87480859	MAXPOINT GRAPH	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617.526.9675
Email: ypan@proskauer.com
Correspondent Name: Tatyana Marugg
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	11964-295
NAME OF SUBMITTER:	Tatyana Marugg
SIGNATURE:	/Tatyana Marugg/
DATE SIGNED:	04/23/2021

Total Attachments: 7

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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "Release"), dated as of April 20, 2021, 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 MaxPoint Interactive, Inc., a Delaware corporation (the "Grantor").

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 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 entered into 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"), pursuant to which the Grantor granted to the Agent a security interest in certain collateral, including the Trademark Collateral (as defined below);

WHEREAS, in furtherance of the Guarantee and Collateral Agreement, the Grantor executed an Intellectual Property Security Agreement, dated October 10, 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 October 10, 2017, at Reel/Frame 6178/0360 in the United States Patent and Trademark Office ("USPTO"); and

WHEREAS, the Agent wishes to terminate, cancel, extinguish, discharge and release its security interest in the Trademark Collateral created by the IP Security Agreement and the Guarantee and Collateral Agreement.

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 or the Guarantee and Collateral Agreement, as applicable.
- b. "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 Agent, without any recourse, representation or warranty, 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 in the Trademark 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 Trademark Collateral, and any and all right, title and interest of the Agent in the Trademark Collateral under the Guarantee and Collateral Agreement and the IP Security Agreement shall hereby cease and become void.
3. Recordation. The parties hereto authorize and request that the Commissioner for Trademarks at the USPTO or its delegate record this Release against the Trademark 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 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 and inure to the benefit of the parties and their respective successors and permitted assigns.

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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.

CITIBANK, N.A., as Agent

By: 
Name: Christopher Marino
Title: Vice President

VALASSIS DIGITAL CORP., as Grantor






By: _____


Name: Robert Sosa

Title: Vice President and Treasurer

SCHEDULE A

Trademark Collateral

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
CUSTOMER CATALYST	US	87088055 6/29/2016	---	Filed Intent to Use	MaxPoint Interactive, Inc.
DIGITAL ZIP	US	85156227 10/19/2010	4092015 1/24/2012	Registered 6-year Aff. of Use due 1/24/2018	MaxPoint Interactive, Inc.
DIGITAL ZIP	US	85157426 10/30/2010	4150961 5/29/2012	Registered 6-year Aff. of Use due 5/29/2018	MaxPoint Interactive, Inc.
INTELLITAG	US	87073608 6/16/2016	---	Allowed Intent to Use	MaxPoint Interactive, Inc.
MAXPOINT	US	85238671 2/8/2011	4317616 4/9/2013	Registered 6-year Aff. of Use due 4/9/2019	MaxPoint Interactive, Inc.
MAXPOINT	US	85236673 2/8/2011	4328729 4/30/2013	Registered 6-year Aff. of Use due 4/30/2019	MaxPoint Interactive, Inc.
MAXPOINT and Design 	US	85288722 4/7/2011	4321499 4/16/2013	Registered 6-year Aff. of Use due 4/16/2019	MaxPoint Interactive, Inc.
MAXPOINT and Design 	US	85288713 4/7/2011	4731734 5/6/2015	Registered 6-year Aff. of Use due 5/6/2021	MaxPoint Interactive, Inc.
MAXPOINT EXPRESS	US	88037342 8/14/2013	4717260 4/7/2015	Registered 6-year Aff. of Use due 4/7/2021	MaxPoint Interactive, Inc.
MAXPOINT EXPRESS and Design 	US	88608694 4/24/2015	4876228 12/15/2015	Registered 6-year Aff. of Use due 12/15/2021	MaxPoint Interactive, Inc.
MAXPOINT GRAPH	US	87480659 6/8/2017	---	Filed Intent to Use	MaxPoint Interactive, Inc.
MAXPOINT INTELLIGENCE PLATFORM	US	88501606 1/13/2016	4887403 2/9/2016	Registered 6-year Aff. of Use due 2/9/2022	MaxPoint Interactive, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
MAXPOINT INTERACTIVE	US	85248636 2/18/2011	4317627 4/9/2013	Registered 6-year Aff. of Use due 4/9/2019	MaxPoint Interactive, Inc.
MAXPOINT INTERACTIVE	US	85248639 2/18/2011	4321487 4/16/2013	Registered 6-year Aff. of Use due 4/16/2019	MaxPoint Interactive, Inc.
MAXPOINT IT'S ABOUT THE NEIGHBORHOOD and Design 	US	85288724 4/7/2011	4549874 6/17/2014	Registered 6-year Aff. of Use due 6/17/2020	MaxPoint Interactive, Inc.