

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641725

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame 5211/0950

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		04/20/2021	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	VALASSIS COMMUNICATIONS, INC.
<b>Street Address:</b>	15955 La Cantera Pkwy
<b>City:</b>	San Antonio
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78256
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2618913	VALASSIS
Registration Number:	2678771	VALASSIS RELATIONSHIP MARKETING SYSTEMS
Registration Number:	2586470	VRMS
Registration Number:	2539250	VALASSIS
Registration Number:	2565919	TARGET NAVIGATOR
Registration Number:	2326920	RETAIL CONNECTION
Registration Number:	2330922	TARGETEXPERT
Registration Number:	2044423	"NEWSCOUCH"
Registration Number:	1807165	MARKETEXPERT
Registration Number:	1716341	PROMOTION WATCH
Registration Number:	1321205	PROMOTION WATCH
Registration Number:	4152532	HAVE YOU SEEN ME?
Registration Number:	4305711	HAVE YOU SEEN US?
Registration Number:	3481743	REDPLUM
Registration Number:	3481900	REDPLUM
Registration Number:	3586131	REDPLUM SWEETFINDS
Registration Number:	3819563	DIGITALOFFEREXPERT
Registration Number:	4001025	ENDLESS SAVINGS
Registration Number:	4038142	SWEETEN THE DEAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4123092	PLUMVALUES FROM REDPLUM
Registration Number:	4163638	ADPOP
Registration Number:	4240223	BLADEPOP
Registration Number:	4163636	COUPONPOP
Registration Number:	4163637	INFOPOP
Registration Number:	4163659	FLOORPOP
Registration Number:	4405459	REDPLUM SOCIALSAVINGS
Registration Number:	4469081	RE-IMAGINE REACH
Registration Number:	4391252	PURCHASE PRECISION TECHNOLOGY
Serial Number:	85351484	CLINGPOP
Serial Number:	85351507	CARTPOP
Serial Number:	85782904	SAVE.COM

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899

*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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	11964-295
<b>NAME OF SUBMITTER:</b>	Tatyana Marugg
<b>SIGNATURE:</b>	/Tatyana Marugg/
<b>DATE SIGNED:</b>	04/22/2021

**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 Valassis Communications, 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 February 4, 2014, (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "IP Security Agreement"), which was duly recorded on February 7, 2014, at Reel/Frame 5211/0950 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.

**[Remainder of this page intentionally left blank]**

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

[Signature Page to Release of Trademark Security Interest -- Valassis Communications, Inc.]

**TRADEMARK**  
**REEL: 007269 FRAME: 0769**

VALASSIS COMMUNICATIONS, INC., as  
Grantor






By: \_\_\_\_\_

Name: Robert Sosa



Title: Vice President and Treasurer

**SCHEDULE A**

**Trademark Collateral**

<u>Trademark</u>	<u>Filing Date</u>	<u>Registrations/ Serial No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Class</u>
	03/13/2001	2,618,913	09/10/2002	Valassis Communications, Inc.	35
VALASSIS RELATIONSHIP MARKETING SYSTEMS	10/13/2000	2,678,771	01/21/2003	Valassis Communications, Inc.	35
VRMS	10/13/2000	2,586,470	06/25/2002	Valassis Communications, Inc.	35
VALASSIS	03/10/2000	2,539,250	02/19/2002	Valassis Communications, Inc.	35
TARGET NAVIGATOR	02/17/2000	2,565,919	04/30/2002	Valassis Communications, Inc.	35
RETAIL CONNECTION	06/23/1999	2,326,920	03/07/2000	Valassis Communications, Inc.	35
TARGETEXPERT	05/11/1998	2,330,922	03/21/2000	Valassis Communications, Inc.	9
"NEWSPOUCH"	12/20/1994	2,044,423	03/11/1997	Valassis Communications, Inc.	16
	08/10/1992	1,807,165	11/30/1993	Valassis Communications, Inc.	9
	05/16/1991	1,716,341	09/13/1992	Valassis Communications, Inc.	35
PROMOTION WATCH	05/03/1984	1,321,205	02/19/1985	Valassis Communications, Inc.	35
HAVE YOU SEEN ME?	09/27/2010	4152532	06/05/2012	Valassis Communications, Inc.	35
HAVE YOU SEEN US?	01/07/2011	4,305,711	03/19/2013	Valassis Communications, Inc.	35
REDPLUM	05/25/2007	3,481,743	08/05/2008	Valassis Communications, Inc.	35
REDPLUM & Design 	08/22/2007	3,481,900	08/05/2008	Valassis Communications, Inc.	35
REDPLUM SWEETFINDS	06/27/2008	3,586,131	03/10/2009	Valassis Communications, Inc.	35



<u>Trademark</u>	<u>Filing Date</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Class</u>
DIGITALOFFEREXPERT	05/28/2009	3,819,563	07/13/2010	Valassis Communications, Inc.	9, 42
	06/10/10	4,001,025	07/26/2011	Valassis Communications, Inc.	35
SWEETEN THE DEAL	03/07/2011	4,038,142	10/11/2011	Valassis Communications, Inc.	35
PLUMVALUES FROM REDPLUM	05/10/2011	4,123,092	04/03/2012	Valassis Communications, Inc.	35
CLINGPOP	06/21/2011	85351484	N/A (Pending)	Valassis Communications, Inc.	16
CARTPOP	06/21/2011	85351507	N/A (Pending)	Valassis Communications, Inc.	16
AIRPOP	07/27/2011	4163638 US	06/26/2012	Valassis Communications, Inc.	16
BLADEPOP	07/27/2011	4,240,223 US	11/13/2013	Valassis Communications, Inc.	16
COUPONPOP	7/27/2011	4163636 US	06/26/2012	Valassis Communications, Inc.	16
INFOPOP	07/27/2011	4163637 US	06/26/2012	Valassis Communications, Inc.	16
FLOORPOP	08/3/2011	4163659 US	06/26/2012	Valassis Communications, Inc.	16
REDPLUM SOCIAL SAVINGS	02/09/2012	4,405,459 US	09/24/2013	Valassis Communications, Inc.	35
RE-IMAGINE REACH	01/29/2013	4,869,081 US	01/21/2014	Valassis Communications, Inc.	35
PURCHASE PRECISION TECHNOLOGY	12/07/2012	4,391,252 US	08/27/2013	Valassis Communications, Inc.	35
SAVE.COM (STYLIZED) 	11/19/2012	85782904 US	N/A (Pending)	Valassis Communications, Inc.	35