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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM641738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 4980/0764

## **CONVEYING PARTY DATA**

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

## **RECEIVING PARTY DATA**

Name:	CHECKS IN THE MAIL, INC.		
Street Address:	ss: 15955 La Cantera Pkwy		
City:	San Antonio		
State/Country: TEXAS			
Postal Code:	78256		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	3198427	3 GUARD
Registration Number:	3198429	3 GUARD MONITOR RECOVER PREVENT
Registration Number:	4259452	AMERICAN BANK CHECKS
Registration Number:	4182167	BEST VALUE CHECKS
Registration Number:	4170610	BEST VALUE CHECKS SHOP ONLINE FOR LESS
Registration Number:	4189355	BESTVALUECHECKS.COM
Registration Number:	2452261	BUSINESS PRINTING MADE EASY
Registration Number:	4135521	CHECKARMOR
Registration Number:	2768147	CHECKS FROM THE HEART
Registration Number:	2744017	CHECKS FROM THE HEART CHECKS IN THE MAIL
Registration Number:	2763987	CHECKS IN THE MAIL
Registration Number:	1564421	CHECKS IN THE MAIL
Registration Number:	2350407	CHECKSAFE
Registration Number:	1857680	CITM
Registration Number:	3326592	DEBIT CADDY
Registration Number:	4119276	EXPRESS YOUR STYLE IN PRINT
Registration Number:	3342914	EXPRESSIONERY
Registration Number:	3347064	EXPRESSIONERY
Registration Number:	4119277	EXPRESSIONERY.COM
		TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	4119275	EXPRESSIONERY.COM EXPRESS YOUR STYLE IN
Registration Number:	3553361	FRAUD CHECK
Registration Number:	3347911	IDENTITYCARE
Registration Number:	2157574	IPRINT
Registration Number:	2484168	IPRINT
Registration Number:	2511396	IPRINT.COM
Registration Number:	2506049	IPRINT.COM
Registration Number:	3191399	MADE IN TEXAS JUST FOR YOU
Registration Number:	1852398	MICHELANGELO
Registration Number:	3026940	PICTURE THIS!
Registration Number:	3544463	SECURE TRACK
Registration Number:	1887140	TAG ALONG
Registration Number:	3185795	TEXAS CHECKS
Registration Number:	3339573	UPTOWN
Registration Number:	3183431	VANITY GIRLZ

#### **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

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

#### **Total Attachments: 7**

source=Tab 03-01b -Trademark SA Release - Checks - EXECUTED#page1.tif source=Tab 03-01b -Trademark SA Release - Checks - EXECUTED#page2.tif source=Tab 03-01b -Trademark SA Release - Checks - EXECUTED#page3.tif source=Tab 03-01b -Trademark SA Release - Checks - EXECUTED#page4.tif source=Tab 03-01b -Trademark SA Release - Checks - EXECUTED#page5.tif source=Tab 03-01b -Trademark SA Release - Checks - EXECUTED#page6.tif source=Tab 03-01b -Trademark SA Release - Checks - EXECUTED#page7.tif

#### 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 Checks in the Mail, Inc., a Delaware corporation (the "Grantor").

WHEREAS, Harland Clarke Holding 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 20, 2013, (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "IP Security Agreement"), which was duly recorded on March 13, 2013, at Reel/Frame 4980/0764 in the United States Patent and Trademark Office ("<u>USPTO</u>"); 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. <u>Recordation</u>. 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. <u>Governing Law</u>. This Release shall be construed in accordance with and governed by the laws of the State of New York.
- 5. <u>Miscellaneous</u>. 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

# CHECKS IN THE MAIL, INC. as Grantor

Name: Robert Sosa

Title: Vice President and Treasurer

**REEL: 007269 FRAME: 0868** 

## **SCHEDULE A**

# **Trademark Collateral**

DEBTORGRANIOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATROS NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
CHECKS IN THE MAIL, INC.	3 GUARD	78769192	Dxe-8-2005	3198427	Seat-16-2007	Registered	US
CHECKS IN THE MAIL, INC.	3 GOARD MONTOR RECOVER PREVENT	78769637	Gen-8-2005	3198429	isn-16-2007	Registered	GS
CHECKS IN THE MAIL, INC.	American Bank Chocks	85515438	Sen-12-2012	4259452	Dec-11-2012	Registered	US
CHECKS IN THE MAIL, BYC.	Ben Value Cheeks	35408397	Aug-26-2011	4182167	Jul-31-2012	Registered	CS CS
CHECKS IN THE MAIL, INC.	REST VALUE CHECKS SHOP ONLINE FOR LESS BESTVALUECHECKS.C OM (Ingo)	85408757	Aug-26-20()	4370650	hal-18-2012	Sogistered	t/S
CHECKS IN THE MAIL, INC.	BestValueChocks.com	85408740	Aug-26-2011	4189355	Aug-14-2012	Registered	US

DEBIORGRANIOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
CHECKS IN THE MAIL, INC.	Business Printing Made Easy	75927333	Ful-24-2000	2452268	38ay-15-2001	Registered	us
CHECKS IN THE MASE, INC.	CHECK ARMOR	85427548	Sep-26-2011	4135529	May-5-2012	Registered	US
CHECKS IN THE SEASE, 1990.	CHECKS FROM THE SHART	78086013	Sep-28-2001	2768147	Sep-23-2003	Registered	US
CHECKS IN THE SEARL, INC.	CHECKS FROM THE SHART CHECKS IN THE MAIL PAY TO THE ORDER OF	76318855	Sep-28-2001	2748037	346-29-2003	Registered	US
CHECKS IN THE MASE, INC.	CHECKS IN THE MAIL	76468879	Ger-33-2092	2763987	Sep-16-2003	Registoreil	US
CHECKS IN THE MASE, INC.	CHECKS IN THE MAIL	73755678	Oct-3-1988	1564421	Nov-7-1989	Registered	us
CHECKS IN THE SAIL, INC.	CHECKSAFE	75056892	Fe8-12-1996	2350467	\$6ay-16-2000	Magistered	ES .
CHECKS IN THE MASE, INC.	CHAS	74853893	Oct-27-1993	18576W	Oct-11-1996	Registered	US

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DEBTOR/CRANTOR	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	COUNTRY
CHECKS IN THE SEARL, ENC.	DEBTE CADDY	73699754	Aug-24-2005	3326592	Oct-30-2007	Regisarred	US
CHECKS IN THE MAIL, INC.	Express Your Style Is Print	85140219	Sep-28-2010	48 19276	Mar-27-2612	Registered	US
CHECKS IN THE MASE, INC.	EXPRESSIONERY	77897893	Feb-14-2007	5382914	Nov-27-2007	Registered	G\$
CHECKS IN THE MAIL, ISC.	EXPRESSIONERY	77107096	F&-14-2007	3347064	Dec-4-2007	Registered	US
CHECKS IN THE SEARL, INC.	EXPRESSIONERY.COM	85140280	Sep-28-2010	4119277	Mas-27-2012	Registered	US
CHECKS IN THE MAIL, ISC.	EXPRESSIONERY.COM	85140200	Sep-28-2030	4819273	Mas-27-2012	Registered	US
CHECKS IN THE MAIL, INC.	FRAUD CHECK	77456908	Aps-24-2008	3553361	Dec-30-2008	Registered	OS .
CHECKS IN THE MASE, INC.	IDENTITYCARE	77858832	Aps-17-2007	3347911	Dec.4-2007	Registered	O\$
CHECKS IN THE	SPRENT	75140025	Sep-3-1996	2157576	88ay-12-1998	Registered	CS CS

DEBTORS,RANTOR	FRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATES	COUNTRY
MAIL, INC.							
CHECKS IN THE SCARL, INC.	SPRENT	7.55 86986	Sep-21-8998	2484168	Sep-4-2801	Registered	US
CHECKS IN THE MAIL, INC.	IPRINT.COM	75579873	Oct-29-1998	2511396	Nev-27-2003	Registered	US
CHECKS IN THE MAH., INC.	SPRENT LYXM	76848955	Stay-9-2000	2506049	Nov-13-2008	Registered	US
CHECKS IN THE SCARL, INC.	MADE IN TEXAS JUST FOR YOU	786/36946	May-28-2005	319(39)	Jan-2-2007	Registered	US
CHECKS IN THE STAIL, INC.	MICHELANGELO	74453750	Oct-27-1993	8852398	Sep-6-1994	Registered	US
CHECKS IN THE MAIL, INC.	PICTURE THIS!	78401208	Apr-13-2004	3026940	Dec-13-2005	Ragistered	US
CHECKS IN THE MAIL, INC.	SECURE TRACK	77238486	364-25-2697	3544863	Dec-9-2008	Registered	us
CHECKS IN THE MAIL, INC.	TAG ALONG	24316879	Apr-23-1994	1887340	Apr-4-1995	Registered	us

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DEBTOR GRANTOR	TRADEMARK		APPLICATION DATE	REGISTRATION NO		TRADEMARK STATUS	COUNTRY
CHECKS IN THE MASE, INC.	TEXAS CHECKS	786.35837	May-24-2005	3185795	Day-19-2006	Registerest	08
CHECKS IN THE MAIL, EVC.	TETOWN	78869037	Apr-25-2006	3399573	Sov-28-2007	Registered	US
CHECKS IN THE MAIL, INC.	VANITY GIRLZ	78785848	300-5-2006	3183831	Dec-12-2006	Registered	US

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**RECORDED: 04/23/2021**