

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest Recorded at Reel/Frame 7389/0831		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		04/01/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Clipper Magazine LLC		
Street Address:	15955 La Cantera Pkwy		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78256		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	2565383	AMERICA'S SAVINGS MAGAZINE	
Registration Number:	5521372	BIG EXTRA	
Registration Number:	5576020	BIG EXTRA	
Registration Number:	5716790	CARDIGENT	
Registration Number:	2007462	CLIPPER MAGAZINE	
Registration Number:	2452875	CLIPPER MAGAZINE	
Registration Number:	2927701	CLIPPER MAGAZINE	
Registration Number:	3860168	CLIPPERCASH	
Registration Number:	4290849	DEAL CHICKEN	
Registration Number:	5095027	EREACH.COM	
Serial Number:	90702271	GET1FREE	
Registration Number:	3957358	GET1FREE	
Registration Number:	2887634	GREAT DEALS MAGAZINE	
Registration Number:	3820637	HOME & DECOR IDEAS	
Registration Number:	5807360	HOUSE2HOME SHOWCASE	
Registration Number:	3152995	LOCAL FLAVOR	
Registration Number:	5222991	LOCAL FLAVOR	
Registration Number:	5249790	LOCAL FLAVOR	
Registration Number:	3025083	LOYAL CUSTOMER CLUB	

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Property Type	Number	Word Mark
Registration Number:	2016647	MINT MAGAZINE
Registration Number:	2148595	MINT MONEY
Registration Number:	2564153	MYCLIPPER
Registration Number:	6219417	ONE BRAND
Registration Number:	3527149	PRESTIGIOUS LIVING
Registration Number:	1530003	REACH
Registration Number:	1528222	REACH
Registration Number:	4780889	REACH MORE
Registration Number:	2415301	REACHUSA
Registration Number:	2470333	SAVVY SHOPPER
Registration Number:	2839739	THE BEST LOCAL ADVERTISING IN AMERICA
Registration Number:	2530915	THE BEST LOCAL ADVERTISING IN AMERICA. P
Registration Number:	2839738	THE BEST LOCAL ADVERTISING IN AMERICA. P
Registration Number:	1536672	THE COUPON CLIPPER
Registration Number:	1543492	THE COUPON CLIPPER
Registration Number:	2544011	THE EVERYTHING BOOK
Registration Number:	5270401	TOTAL LOYALTY SOLUTIONS
Registration Number:	6270593	CLIPPER

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	47315-1
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	04/01/2022

Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “Release”), dated as of April 1, 2022, is made by Wells Fargo Bank, National Association, a national banking association, solely as Collateral Trustee under the Collateral Trust Agreement on behalf of the Junior Lien Secured Parties, in favor of Clipper Magazine LLC (the “Grantor”).

WHEREAS, the Grantor entered into a second lien indenture, dated as of August 12, 2021 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Indenture”) with the Collateral Trustee and the Grantor entered into that certain Second Lien Notes Collateral Agreement, dated as of August 12, 2021 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Collateral Agreement”) with the Collateral Trustee.

WHEREAS, under the terms of the Collateral Agreement, Grantor has granted a second lien security interest in the Collateral, including without limitation, in the Intellectual Property Collateral.

WHEREAS, the Collateral Trustee and the Grantor executed a Second Lien Intellectual Property Security Agreement, dated as of August 12, 2021 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Intellectual Property Security Agreement”), which was duly recorded on August 18, 2021, at Reel/Frame 7389/0831 in the United States Patent and Trademark Office (“USPTO”).

WHEREAS, the Collateral Trustee is authorized under the terms of the Collateral Agreement, and the Intellectual Property Security Agreement to release all right, title and interest in and dissolve those liens and encumbrances created by the Collateral Agreement and Intellectual Property Security Agreement with respect to the Intellectual Property Collateral, and to execute and deliver this Release.

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

1. Definitions.
 - a. Capitalized terms used and not defined herein have the meanings given such terms in the Intellectual Property Security Agreement.
 - b. “Intellectual Property Collateral” means all of the following of the Grantor:
 - 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, 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 (including those registrations and applications listed on Schedule A attached hereto), (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 the 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 Collateral Trustee 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 Intellectual Property Collateral granted to the Collateral Trustee under the Collateral Agreement and the Intellectual Property Security Agreement. The Collateral Trustee acknowledges and agrees that the Intellectual Property Security Agreement has been terminated with respect to the Intellectual Property Collateral, and any and all right, title and interest of the Collateral Trustee in the Intellectual Property Collateral under the Collateral Agreement and the Intellectual Property Security Agreement shall hereby cease and become void.
3. Recordation. The Collateral Trustee 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 Collateral Trustee and inure to the benefit of the Grantor and its respective successors and permitted assigns. This Release is made by the Collateral Trustee without representation, covenant or warranty, express or implied, at law or in equity, and without recourse to the Collateral Trustee, in any event or in any contingency.

6. Further Assurances. The Collateral Trustee 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.

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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.

WELLS FARGO BANK, NATIONAL ASSOCIATION, solely as Collateral Trustee under the Collateral Trust Agreement

By: Computershare Trust Company, N.A., as agent for Wells Fargo Bank, National Association, as Collateral Trustee

By: Linda Lopez

Name: Linda Lopez
Assistant Vice President

Title: _____

**SCHEDULE A
TRADEMARKS**

<u>Current Owner of Record:</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Reg. Date</u>	<u>Appl. Date</u>	<u>Reg. No.</u>
Clipper Magazine LLC	AMERICA'S SAVINGS MAGAZINE	78/036,937	Apr 30 2002	Nov 29 2000	2,565,383
Clipper Magazine LLC	BIG EXTRA	87/469,672	Jul 17 2018	May 31 2017	5,521,372
Clipper Magazine LLC	BIG EXTRA	87/977,659	Oct 2 2018	May 31 2017	5,576,020
Clipper Magazine LLC	CARDIGENT	87/668,547	Apr 2 2019	Nov 1 2017	5,716,790
Clipper Magazine LLC	CLIPPER MAGAZINE	74/584,751	Oct 15 1996	Oct 12 1994	2,007,462
Clipper Magazine LLC	CLIPPER MAGAZINE	75/904,726	May 22 2001	Jan 28 2000	2,452,875
Clipper Magazine LLC	CLIPPER MAGAZINE (Stylized)	78/182,928	Feb 22 2005	Nov 7 2002	2,927,701
Clipper Magazine LLC	CLIPPERCASH	77/947,994	Oct 12 2010	Mar 2 2010	3,860,168
Clipper Magazine LLC	DEAL CHICKEN	85/211,582	Feb 19 2013	Jan 6 2011	4,290,849
Clipper Magazine LLC	EREACH.COM	87/009,322	Dec 6 2016	Apr 21 2016	5,095,027
Clipper Magazine LLC	GETIFREE	90/702,271		May 11 2021	
Clipper Magazine LLC	GETIFREE	85/121,982	May 10 2011	Sep 22 2010	3,957,358
Clipper Magazine LLC	GREAT DEALS MAGAZINE	78/186,422	Sep 21 2004	Nov 19 2002	2,887,634
Clipper Magazine LLC	HOME & DECOR IDEAS	77/790,465	Jul 20 2010	Jul 27 2009	3,820,637
Clipper Magazine LLC	HOUSE2HOME SHOWCASE	87/425,040	Jul 16 2019	Apr 25 2017	5,807,360
Clipper Magazine LLC	LOCAL FLAVOR	78/577,761	Oct 10 2006	Mar 1 2005	3,152,995
Clipper Magazine LLC	LOCAL FLAVOR	87/231,523	Jun 13 2017	Nov 9 2016	5,222,991
Clipper Magazine LLC	LOCAL FLAVOR	87/250,522	Jul 25 2017	Nov 29 2016	5,249,790
Clipper Magazine LLC	LOYAL CUSTOMER CLUB	76/531,639	Dec 13 2005	Jul 23 2003	3,025,083
Clipper Magazine LLC	MINT MAGAZINE	74/388,727	Nov 19 1996	May 5 1993	2,016,647
Clipper Magazine LLC	MINT MONEY	75/094,863	Apr 7 1998	Apr 26 1996	2,148,595

Current Owner of Record:	Mark	Appl. No.	Reg. Date	Appl. Date	Reg. No.
Clipper Magazine LLC	MYCLIPPER	75/764,790	Apr 23 2002	Jul 30 1999	2,564,153
Clipper Magazine LLC	ONE BRAND	88/493,666	Dec 15 2020	Jun 28 2019	6,219,417
Clipper Magazine LLC	PRESTIGIOUS LIVING	77/435,576	Nov 4 2008	Mar 31 2008	3,527,149
Clipper Magazine LLC	REACH	73/735,470	Mar 14 1989	Jun 20 1988	1,530,003
Clipper Magazine LLC	REACH	73/736,321	Mar 7 1989	Jun 20 1988	1,528,222
Clipper Magazine LLC	REACHMORE	86/450,289	Jul 28 2015	Nov 10 2014	4,780,889
Clipper Magazine LLC	REACHUSA	75/714,300	Dec 26 2000	May 26 1999	2,415,301
Clipper Magazine LLC	SAVVY SHOPPER	75/699,541	Jul 17 2001	May 7 1999	2,470,333
Clipper Magazine LLC	THE BEST LOCAL ADVERTISING IN AMERICA	76/490,622	May 11 2004	Feb 19 2003	2,839,739
Clipper Magazine LLC	THE BEST LOCAL ADVERTISING IN AMERICA, PERIOD. ⁵	75/904,743	Jan 15 2002	Jan 28 2000	2,530,915
Clipper Magazine LLC	THE BEST LOCAL ADVERTISING IN AMERICA, PERIOD.	76/490,621	May 11 2004	Feb 19 2003	2,839,738
Clipper Magazine LLC	THE COUPON CLIPPER	73/716,174	Apr 25 1989	Mar 14 1988	1,536,672
Clipper Magazine LLC	THE COUPON CLIPPER	73/716,271	Jun 13 1989	Mar 14 1988	1,543,492
Clipper Magazine LLC	THE EVERYTHING BOOK	75/980,906	Mar 5 2002	May 11 2000	2,544,011
Clipper Magazine LLC	TOTAL LOYALTY SOLUTIONS	87/297,570	Aug 22 2017	Jan 11 2017	5,270,401
Clipper Magazine LLC c/o Valassis Communications, Inc.	CLIPPER	90/032,592	Feb 16 2021	Jul 2 2020	6,270,593

TRADEMARK

REEL: 007678 FRAME: 0702

RECORDED: 04/01/2022