

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 6701/0872		
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: 35			
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:	3634953	COUPONCLIPPER.COM	
Registration Number:	4290849	DEAL CHICKEN	
Registration Number:	5095027	EREACH.COM	
Registration Number:	2887634	GREAT DEALS MAGAZINE	
Registration Number:	3820637	HOME & DECOR IDEAS	
Serial Number:	87425040	HOUSE2HOME SHOWCASE	
Registration Number:	3152995	LOCAL FLAVOR	
Registration Number:	5222991	LOCAL FLAVOR	
Registration Number:	5249790	LOCAL FLAVOR	
Registration Number:	3025083	LOYAL CUSTOMER CLUB	
Registration Number:	2016647	MINT MAGAZINE	

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Property Type	Number	Word Mark
Registration Number:	2148595	MINT MONEY
Registration Number:	2564153	MYCLIPPER
Registration Number:	3527149	PRESTIGIOUS LIVING
Registration Number:	1530003	REACH
Registration Number:	1528222	REACH
Registration Number:	2415301	REACHUSA
Registration Number:	4780889	REACH MORE
Registration Number:	4267532	REACHUSA TRUSTED BRANDS. ENGAGED CONNECT
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

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:	04/02/2022

Total Attachments: 9
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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 for the Secured Parties, in favor of Clipper Magazine LLC (the “Grantor”).

WHEREAS, the Collateral Trustee has agreed, pursuant to the terms of the Collateral Trust Agreement, dated as of July 24, 2012, by and among Harland Clarke Holdings Corp. (the “Company”), the Grantor, the Collateral Trustee, the Notes Trustee and the other parties party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time the “Collateral Trust Agreement”) to accept the grant of a security interest under that certain Security Agreement, dated as of July 24, 2012 by and among the Company, the Grantor, the Collateral Trustee, and the other parties party thereto (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”), as security for the Collateral Trust Parity Lien Obligations, pursuant to which the Grantor granted to the Collateral Trustee a security interest in certain collateral, including the Intellectual Property Collateral (as defined below);

WHEREAS, in furtherance of the Collateral Trust Agreement and the Security Agreement, the Collateral Trustee and the Grantor executed an Intellectual Property Security Agreement, dated as of June 27, 2019 (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 July 18, 2019, at Reel/Frame 6701/0872 in the United States Patent and Trademark Office (“USPTO”);

WHEREAS, pursuant to Section 4.1(b) of the Collateral Trust Agreement, the Company has delivered to the Collateral Trustee an Officer’s Certificate and opinion of counsel (the “Officer’s Certificate and Opinion”) each containing the statements required by Section 4.1(b) of the Collateral Trust Agreement with respect to the release of the Collateral Trustee’s Liens on the Collateral of the Grantor; and

WHEREAS, the Officer’s Certificate and Opinion having been delivered to the Collateral Trustee, the Collateral Trustee is authorized by the Collateral Trust Agreement, the Security Agreement and the Intellectual Property Security Agreement to release all right, title and interest in and dissolve those liens and encumbrances created by the Intellectual Property Security Agreement and the 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, 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 Intellectual Property Collateral granted to the Collateral Trustee under the Collateral Trust Agreement, the Security 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 Trust Agreement, the Security 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 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

Mark	Jurisdiction	Mark Type	Serial No.	Filing	Registration Number	Registration Date	Status	Classes	Current Owner of Record
AMERICA'S SAVINGS MAGAZINE	UNITED STATES	WORD	78/036,937	11/29/2000	2,565,383	4/30/2002	REGISTERED	16	Clipper Magazine LLC
BIG EXTRA	UNITED STATES	WORD	87/469,672	5/31/2017	5,521,372	7/17/2018	REGISTERED	16, 41	Clipper Magazine LLC
BIG EXTRA	UNITED STATES	WORD	87/977,659	5/31/2017	5,576,020	10/2/2018	REGISTERED	35, 42	Clipper Magazine LLC
CARDIGENT	UNITED STATES	WORD	87/668,547	11/1/2017	5,716,790	4/2/2019	REGISTERED	35, 42	Clipper Magazine LLC
CLIPPER MAGAZINE	UNITED STATES	WORD	74/584,751	10/12/1994	2,007,462	10/15/1996	REGISTERED	16, 35	Clipper Magazine LLC
CLIPPER MAGAZINE	UNITED STATES	WORD	75/904,726	1/28/2000	2,452,875	5/22/2001	REGISTERED	35	Clipper Magazine LLC
CLIPPER MAGAZINE (Stylized)	UNITED STATES	STYLIZED	78/182,928	11/7/2002	2,927,701	2/22/2005	REGISTERED	16, 35	Clipper Magazine LLC
CLIPPERCASH	UNITED STATES	WORD	77/947,994	3/2/2010	3,860,168	10/12/2010	REGISTERED	35	Clipper Magazine LLC
COUPONCLIP PER.COM	UNITED STATES	WORD	77/608,539	11/6/2008	3,634,953	6/9/2009	REGISTERED	35	Clipper Magazine LLC
DEAL CHICKEN	UNITED STATES	WORD	85/211,582	1/6/2011	4,290,849	2/19/2013	REGISTERED	35	Clipper Magazine LLC
EREACH.COM	UNITED STATES	WORD	87/009,322	4/21/2016	5,095,027	12/6/2016	REGISTERED	35	Clipper Magazine LLC
GREAT DEALS MAGAZINE	UNITED STATES	WORD	78/86422	11/19/2002	2887634	9/21/2004	REGISTERED	35	Clipper Magazine LLC

Mark	Jurisdiction	Mark Type	Serial No.	Filing	Registration Number	Registration Date	Status	Classes	Current Owner of Record
HOMIE& DECOR IDEAS	UNITED STATES	WORD	77/790,465	7/27/2009	3,820,637	7/20/2010	REGISTERED	16, 35	Clipper Magazine LLC
HOUSEHOMIE SHOWCASE	UNITED STATES	WORD	87/425,040	4/25/2017			ALLOWED	16, 35, 41, 42	Clipper Magazine LLC
LOCAL FLAVOR	UNITED STATES	WORD	78/577,761	3/1/2005	3,152,995	10/10/2006	REGISTERED	35, 42	Clipper Magazine LLC
LOCAL FLAVOR	UNITED STATES	WORD	87/231,523	11/9/2016	5,222,991	6/13/2017	REGISTERED	16	Clipper Magazine LLC
LOCAL FLAVOR	UNITED STATES	WORD	87/250,522	11/29/2016	5,249,790	7/25/2017	REGISTERED	09	Clipper Magazine LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Mark Type</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Classes</u>	<u>Current Owner of Record</u>
LOYAL CUSTOMER CLUB	UNITED STATES	WORD	76/531,639	7/23/2003	3,025,083	12/13/2005	REGISTERED	35	Clipper Magazine LLC
MINT MAGAZINE	UNITED STATES	WORD	74/388,727	5/5/1993	2,016,647	11/19/1996	REGISTERED	16	Clipper Magazine LLC
MINT MONEY	UNITED STATES	WORD	75/094,863	4/26/1996	2,148,595	4/7/1998	REGISTERED	16	Clipper Magazine LLC
MYCLIPPER	UNITED STATES	WORD	75/764,790	7/30/1999	2,564,153	4/23/2002	REGISTERED	35	Clipper Magazine LLC
PRESTIGIOUS LIVING	UNITED STATES	WORD	77/435,576	3/31/2008	3,527,149	11/4/2008	REGISTERED	16	Clipper Magazine LLC
REACH	UNITED STATES	WORD	73/735,470	6/20/1988	1,530,003	3/14/1989	REGISTERED	35	Clipper Magazine LLC
REACH	UNITED STATES	WORD	73/736,321	6/20/1988	1,528,222	3/7/1989	REGISTERED	16	Clipper Magazine LLC
REACHUSA	UNITED STATES	WORD	75/714,300	5/26/1999	2,415,301	12/26/2000	REGISTERED	35	Clipper Magazine LLC
REACH MORE	UNITED STATES	WORD	86/450,289	11/10/2014	4,780,889	7/28/2015	REGISTERED	40	Clipper Magazine LLC
REACHUSA TRUSTED BRANDS. ENGAGED CONNECTION S. and Design (Color)	UNITED STATES	DESIGN	85/602,731	4/19/2012	4,267,532	1/1/2013	REGISTERED 1	35	Clipper Magazine LLC
SAVVY SHOPPER	UNITED STATES	WORD	75/699,541	5/7/1999	2,470,333	7/17/2001	REGISTERED	16	Clipper Magazine LLC
THE BEST LOCAL ADVERTISING IN AMERICA	UNITED STATES	WORD	76/490,622	2/19/2003	2,839,739	5/11/2004	REGISTERED	35	Clipper Magazine LLC
THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD.	UNITED STATES	WORD	75/904,743	1/28/2000	2,530,915	1/15/2002	REGISTERED	35	Clipper Magazine LLC
THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD.	UNITED STATES	WORD	76/490,621	2/19/2003	2,839,738	5/11/2004	REGISTERED	35	Clipper Magazine LLC
THE COUPON CLIPPER	UNITED STATES	WORD	73/716,174	3/14/1988	1,536,672	4/25/1989	REGISTERED	35	Clipper Magazine LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Mark Type</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Classes</u>	<u>Current Owner of Record</u>
THE COUPON CLIPPER	UNITED STATES	WORD	73/716,271	3/14/1988	1,543,492	6/13/1989	REGISTERED	16	Clipper Magazine LLC
THE EVERYTHING BOOK	UNITED STATES	WORD	75/980,906	5/11/2000	2,544,011	3/5/2002	REGISTERED	35	Clipper Magazine LLC
TOTAL LOYALTY SOLUTIONS	UNITED STATES	WORD	87/297,570	1/11/2017	5,270,401	8/22/2017	REGISTERED	35, 42	Clipper Magazine LLC