

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796909

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GROWMAIL, LLC		03/23/2023	Limited Liability Company: DELAWARE
VALASSIS COMMUNICATIONS, INC.		03/23/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FUNDING IV TRUST, AS AGENT		
<b>Street Address:</b>	7255 WOODMONT AVENUE		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97769349	GROWMAIL	
<b>Serial Number:</b>	97769584	GROWMAIL	
<b>Registration Number:</b>	6829254	SPEND LIFE HAPPY	
<b>Registration Number:</b>	2539250	VALASSIS	
<b>Registration Number:</b>	2618913	VALASSIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<i>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.</i>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	11964.295		

CH \$140.00 97769349

<b>NAME OF SUBMITTER:</b>	Kimberley A Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	03/23/2023
<b>Total Attachments: 9</b> source=Vericast - First Supplemental IPSA (Executed)#page1.tif source=Vericast - First Supplemental IPSA (Executed)#page2.tif source=Vericast - First Supplemental IPSA (Executed)#page3.tif source=Vericast - First Supplemental IPSA (Executed)#page4.tif source=Vericast - First Supplemental IPSA (Executed)#page5.tif source=Vericast - First Supplemental IPSA (Executed)#page6.tif source=Vericast - First Supplemental IPSA (Executed)#page7.tif source=Vericast - First Supplemental IPSA (Executed)#page8.tif source=Vericast - First Supplemental IPSA (Executed)#page9.tif	

AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of March 23, 2023, (as amended, supplemented or otherwise modified from time to time, the “First Supplemental Intellectual Property Security Agreement”), is made by Valassis Communications, Inc., a Delaware corporation with offices located at 15955 La Cantera Parkway, San Antonio, TX 78256, Valassis Digital Corp, a Delaware corporation with offices located at 15955 La Cantera Parkway, San Antonio, TX 78256 and GrowMail, LLC a Delaware limited liability company with offices located at 15955 La Cantera Parkway, San Antonio, TX 78256 (each, a “Grantor” and collectively, the “Grantors”) in favor of MidCap Funding IV Trust, a national banking association with offices located at c/o MidCap Financial Services, LLC, as Servicer, 7255 Woodmont Avenue, Suite 300 Bethesda, MD 20814, as administrative agent and collateral agent (in such capacities and together with its successors, the “Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Vericast Corp. (the “Borrower”), each Subsidiary of the Borrower from time to time party thereto as a co-borrower, CA Acquisition Holdings, Inc., as Guarantor (as defined in the Guarantee and Collateral Agreement), and each other Guarantor from time to time party thereto have entered into a Credit Agreement, dated as of March 20, 2021 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks, financial institutions and other entities (the “Lenders”) from time to time party thereto and the Agent.

WHEREAS, each Grantor is a party to that certain Guarantee and Collateral Agreement, dated as of March 20, 2021, in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). 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.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in the Collateral, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of each Grantor, to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement (as defined in the Guarantee and Collateral Agreement and executed in connection therewith) was recorded against certain Intellectual Property at Reel/Frame 7269/0746.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security.

Each Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following (the “Intellectual Property Collateral”) of such Grantor, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (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 United States Patent and Trademark Office 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;

(b) (i) 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 (including those listed on Schedule B attached hereto), (ii) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (iii) all inventions (whether or not patentable) and all improvements thereof, (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (v) 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 (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

(c) (i) 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 C attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) 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 (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world; and

(d) solely to the extent that any 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, including those agreements listed on Schedule D attached hereto, and all rights to sue 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.

## **VI. RECORDATION.**

Each Grantor 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 First Supplemental Intellectual Property Security Agreement.

### Section 2. Recordation.

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

### Section 3. Execution in Counterparts.

This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

### Section 4. Governing Law.

This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

### Section 5. Conflict Provision.

This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are

incorporated herein by reference. In the event that any provisions of this First Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this First Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**VALASSIS COMMUNICATIONS, INC.  
VALASSIS DIGITAL CORP.  
GROWMAIL, LLC**



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

Name: Robert Sosa

Title: Vice President and Treasurer

SCHEDULE A

TRADEMARKS

<u>Current Owner of Record</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
GrowMail, LLC	GrowMail	97769349	Jan 26, 2023		
GrowMail, LLC	GrowMail	97769584	Jan 26, 2023		
Valassis Communications, Inc.	Spend Life Happy	90718523	August 23, 2022	May 18, 2021	6829254
Valassis Communications, Inc.	Valassis	75941580	February 19, 2022	March 10, 2000	2539250
Valassis Communications, Inc.	Valassis (Stylized)	76227540	September 10, 2002	March 13, 2001	2618913



SCHEDULE B

PATENTS

<u>Assignee/Owner</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Registration No.</u>
Valassis Digital Corp.	Computer System with Features for Determining Reliable Location Data Using Messages with Unreliable Location Data	5/12/2021	12/6/2022	17/318,604	11,523,250
Valassis Digital Corp.	Computer System with Features for Determining Reliable Location Data Using Messages with Unreliable Location Data	11/3/2022		17/980,352	
Valassis Communications, Inc.	BLOCKCHAIN DATA	5/19/2022		17/748,852	
Valassis Communications, Inc.	BLOCKCHAIN DATA	5/6/2021	5/24/2022	17/313,993	11,341,522

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES

None.