

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860469

| | | | |
|--------------------------------------|--|---------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Valpak Direct Marketing Systems, LLC | | 11/21/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Blue Torch Finance LLC | | |
| Street Address: | c/o Blue Torch Capital LP 150 East 58th Street | | |
| Internal Address: | 39th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10155 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 32 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1605872 | AMERICA'S FAVORITE MAIL | |
| Registration Number: | 2624948 | CONNECTING ADVERTISERS WITH AUDIENCES | |
| Registration Number: | 2639531 | CONNECTING AUDIENCES WITH ADVERTISERS | |
| Registration Number: | 2936080 | COUPON U | |
| Registration Number: | 1609381 | COUPON UNIVERSITY | |
| Registration Number: | 1716606 | CU | |
| Registration Number: | 1635692 | NEIGHBORHOOD TRADE AREA | |
| Registration Number: | 3636640 | NEIGHBORSNEXT | |
| Registration Number: | 1634955 | NTA | |
| Registration Number: | 4835329 | OPEN THE NEIGHBORHOOD | |
| Registration Number: | 4812151 | OPEN THE NEIGHBORHOOD | |
| Registration Number: | 4090248 | OPINION CONNECTION | |
| Registration Number: | 5044753 | PAK-TRAK | |
| Registration Number: | 4302848 | SAVINGS BEYOND THE ENVELOPE | |
| Registration Number: | 5296010 | SKULOCAL | |
| Registration Number: | 5296013 | SKULOCAL | |
| Registration Number: | 1808602 | SOLO VALUES | |
| Registration Number: | 2296207 | SOLO VALUES | |

CH \$815.00 1605872

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 3568390 | THE BLUE ENVELOPE |
| Registration Number: | 2474754 | THE POWER OF THE MAILBOX |
| Registration Number: | 2358701 | THERE'S SOMETHING IN IT FOR YOU |
| Registration Number: | 2585359 | VALPAK |
| Registration Number: | 1289322 | VAL-PAK |
| Registration Number: | 2274521 | VAL-PAK |
| Registration Number: | 6058852 | VALPAK |
| Registration Number: | 3113648 | VALPAK UNIVERSITY |
| Registration Number: | 2504294 | VALPAK.COM |
| Registration Number: | 6441855 | VALPAKRX |
| Registration Number: | 6247307 | VALPAKRX |
| Registration Number: | 1648295 | VALUE-PAK |
| Registration Number: | 2312368 | VPOFFICE |
| Registration Number: | 3080040 | VALPAK |

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Matthew S. Makover
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 125527/25 |
| NAME OF SUBMITTER: | Matthew S. Makover |
| SIGNATURE: | /Matthew S. Makover/ |
| DATE SIGNED: | 12/12/2023 |

Total Attachments: 6

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Valpak Direct Marketing Systems, LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Scheduled Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated November 21, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under (a) the all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings 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 or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used, including (without limitation) the Scheduled Trademarks (collectively, the "Trademarks"), together with, among other things, (b) the good-will of the business symbolized by the Trademarks and (c) the applications, registrations, extensions and renewals thereof, (d) all proceeds thereof, (e) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (f) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (g) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor and (h) all other rights, priorities, and privileges accruing thereunder or pertaining thereto (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

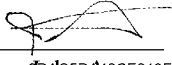
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

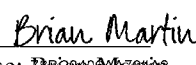
The terms of Sections 12.09, 12.10 and 12.11 of the Financing Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Financing Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2023.

**VALPAK DIRECT MARKETING SYSTEMS,
LLC**

DocuSigned by:
By: 
Name: John A. Assate
Title: Co-Chairman

DocuSigned by:
By: 
Name: Brian Martin
Title: Co-Chairman

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

| Registered Owner | Title | Registration Number | Registration Date | Jurisdiction(s) |
|--|---------------------------------------|----------------------------|--------------------------|----------------------------|
| Valpak Direct Marketing Systems, LLC | AMERICA'S FAVORITE MAIL | 1605872 | July 10, 1990 | United States |
| Valpak Direct Marketing Systems, LLC | CONNECTING ADVERTISERS WITH AUDIENCES | 2624948 | September 24, 2002 | United States |
| Valpak Direct Marketing Systems, LLC | CONNECTING AUDIENCES WITH AUDIENCES | 2639531 | October 22, 2002 | United States |
| Valpak Direct Marketing Systems, LLC | COUPON U | 2936080 | March 29, 2005 | United States |
| Valpak Direct Marketing Systems, LLC | COUPON UNIVERSITY | 1609381 | August 7, 1990 | United States |
| Valpak Direct Marketing Systems, LLC | CU | 1716606 | September 15, 1992 | United States |
| Val-Pak Direct Marketing Systems, Inc. | NEIGHBORHOOD TRADE AREA | 2468841 | January 22, 2004 | European Union (Community) |
| Valpak Direct Marketing Systems, Inc. | NEIGHBORHOOD TRADE AREA | UK00902468841 | January 22, 2004 | United Kingdom |
| Valpak Direct Marketing Systems, LLC | NEIGHBORHOOD TRADE AREA | 1635692 | February 19, 1991 | United States |
| Valpak Direct Marketing Systems, LLC | NEIGHBORSNEXT | 3636640 | June 9, 2009 | United States |
| Valpak Direct Marketing Systems, LLC | NTA | 1634955 | February 12, 1991 | United States |
| Valpak Direct Marketing Systems, LLC | OPEN THE NEIGHBORHOOD | 4835329 | October 20, 2015 | United States |
| Valpak Direct Marketing Systems, LLC | OPEN THE NEIGHBORHOOD | 4812151 | September 15, 2015 | United States |
| Valpak Direct Marketing Systems, LLC | OPINION CONNECTION | 4090248 | January 24, 2012 | United States |
| Valpak Direct Marketing Systems, LLC | PAK-TRAK | 5044753 | September 20, 2016 | United States |

| Registered Owner | Title | Registration Number | Registration Date | Jurisdiction(s) |
|---------------------------------------|--|---------------------|----------------------------------|----------------------------|
| Valpak Direct Marketing Systems, LLC | SAVINGS BEYOND THE ENVELOPE | 4302848 | March 12, 2013 ⁽¹⁾ | United States |
| Valpak Direct Marketing Systems, LLC | SKULOCAL | 5296010 | September 26, 2017 | United States |
| Valpak Direct Marketing Systems, LLC | SKULOCAL and design | 5296013 | September 26, 2017 | United States |
| Valpak Direct Marketing Systems, LLC | SOLO VALUES | 1808602 | November 30, 1993 | United States |
| Valpak Direct Marketing Systems, LLC | SOLO VALUES | 2296207 | November 30, 1999 | United States |
| Valpak Direct Marketing Systems, LLC | THE BLUE ENVELOPE | 3568390 | January 27, 2009 | United States |
| Valpak Direct Marketing Systems, LLC | THE POWER OF THE MAILBOX | 2474754 | August 7, 2001 | United States |
| Valpak Direct Marketing Systems, LLC | THERE'S SOMETHING IN IT FOR YOU | 2358701 | June 13, 2000 | United States |
| Valpak Direct Marketing Systems, Inc. | VALPAK | 2362796 | February 12, 2003 | European Union (Community) |
| Valpak Direct Marketing Systems, LLC | VALPAK | UK00902362796 | February 12, 2003 | United Kingdom |
| Valpak Direct Marketing Systems, LLC | VALPAK | 2585359 | June 25, 2002 | United States |
| Valpak Direct Marketing Systems, LLC | VAL-PAK | A369395 | December 15, 1981 ⁽²⁾ | Australia |
| Valpak Direct Marketing Systems, LLC | VAL-PAK | 16485 | January 5, 1999 | European Union (Community) |
| Valpak Direct Marketing Systems, LLC | VAL-PAK | UK00900016485 | January 5, 1999 | United Kingdom |
| Valpak Direct Marketing Systems, LLC | VAL-PAK | 1289322 | August 7, 1984 | United States |
| Valpak Direct Marketing Systems, LLC | VAL-PAK | 2274521 | August 31, 1999 | United States |
| Valpak Direct Marketing Systems, LLC | VALPAK and logo on 2017 envelope design in color | 6058852 | May 19, 2020 | United States |

| Registered Owner | Title | Registration Number | Registration Date | Jurisdiction(s) |
|--------------------------------------|-------------------|---------------------|---------------------------------|-----------------|
| Valpak Direct Marketing Systems, LLC | VALPAK UNIVERSITY | 3113648 | July 11, 2006 | United States |
| Valpak Direct Marketing Systems, LLC | VALPAK.COM | 2504294 | November 6, 2001 ⁽³⁾ | United States |
| Valpak Direct Marketing Systems, LLC | VALPAKRX | 6441855 | August 3, 2021 | United States |
| Valpak Direct Marketing Systems, LLC | VALPAKRX | 6247307 | January 12, 2021 | United States |
| Valpak Direct Marketing Systems, LLC | VALUE-PAK | 1648295 | June 18, 1991 | United States |
| Valpak Direct Marketing Systems, LLC | VPOFFICE | 2312368 | January 25, 2000 | United States |
| Valpak Direct Marketing Systems, LLC | VALPAK | 3080040 | April 11, 2006 | United States |

- (1) The Section 8 and 9 renewals for this registration was filed on February 28, 2023. An Office Action claiming that the specimen submitted in support of the Section 8 Affidavit is unacceptable was issued on September 13, 2023, and a response for which is due on March 13, 2024.
- (2) This mark has been renewed.
- (3) Renewal of this mark was accepted on October 28, 2022.

Owned by Valpak Direct Marketing Systems, LLC