

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI208971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harland Clarke Corp.		05/02/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Jefferies Finance LLC, as Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88171396	DIGITALCX	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	(212)906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M Amaru		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	038507-1150		
NAME OF SUBMITTER:	Angela Amaru		
SIGNATURE:	Angela Amaru		
DATE SIGNED:	05/03/2024		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 2, 2024 (as may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Jefferies Finance LLC, as successor to Credit Suisse AG, Cayman Islands Branch, 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).

Vericast Corp., a Delaware corporation (f/k/a Harland Clarke Holdings Corp.) (the “Borrower”) and each Subsidiary of the Borrower from time to time party thereto as a co-borrower have entered into that certain Amended and Restated Credit Agreement, dated as of November 3, 2017 (as amended by that certain First Amendment Agreement, dated as of August 31, 2021, that certain Second Amendment Agreement dated as of November 7, 2022, that certain Third Amendment Agreement, dated as of March 16, 2023, that certain Fourth Amendment Agreement and Agency Transfer, dated as of December 29, 2023 and as may be further amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and the Agent.

It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of August 31, 2021 in favor of the Agent (as may be further amended, restated, amended and restated, 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.

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 of such Grantor, to the Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors agree as follows:

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.

2. 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 Intellectual Property Security Agreement.

3. EXECUTION IN COUNTERPARTS.

This Intellectual Property Security Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Intellectual Property Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Intellectual Property Security Agreement.

Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute the Intellectual Property Security Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

4. GOVERNING LAW.

This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

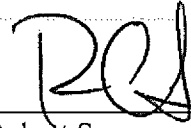
5. CONFLICT PROVISION.

This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this 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, as applicable, shall govern.

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

**HARLAND CLARK CORP.
VERICAST CORP.**

By: _____



Name: Robert Sosa

Title: Vice President and Treasurer

[Signature Page to IP Security Agreement]

TRADEMARK

REEL: 008419 FRAME: 0231

SCHEDULE A

TRADEMARKS

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	DIGITALCX DigitalCX	88171396 26-OCT-2018	6283653 02-MAR-2021	Registered	Harland Clarke Corp.
2.	THE POWER OF INSIGHT	88754268 10-JAN-2020	6420936 13-JUL-2021	Registered	Vericast Corp.

SCHEDULE B
PATENTS

None.

SCHEDULE C
COPYRIGHTS

Copyright Title	Registration Number	Registration Date	Owner
MicroMarketer.	TXu000637485	8/22/1994	Harland Clarke Corp.
The totalmarketer	TXu000593501	8/23/1994	Harland Clarke Corp.
MaxSell.	TX0004344094	7/29/1996	Harland Clarke Corp.
MaxSell.	TX0004019114	2/23/1995	Harland Clarke Corp.
MaxSell.	TX0002506800	2/6/1989	Harland Clarke Corp.
MaxSell: reference manual.	TX0003220239	12/13/1991	Harland Clarke Corp.
Maxlist.	TX0004344096	7/29/1996	Harland Clarke Corp.
Maxmail.	TX0004344095	7/29/1996	Harland Clarke Corp.
Maxmail.	TX0004027235	2/23/1995	Harland Clarke Corp.

Copyright Title	Registration Number	Registration Date	Owner
Maxmail.	TX0002690503	11/6/1989	Harland Clarke Corp.
MaxPort.	TX0004181521	9/25/1995	Harland Clarke Corp.

SCHEDULE D

TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES

None.