

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6373216

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 42494/0822	
CONVEYING PARTY DATA		
	Name	Execution Date
	CITIBANK, N.A.	10/28/2020
RECEIVING PARTY DATA		
Name:	RETAILMENOT, INC.	
Street Address:	301 CONGRESS AVE	
Internal Address:	SUITE 700	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78701	
Name:	GIFTCARDZEN INC.	
Street Address:	301 CONGRESS AVE	
Internal Address:	SUITE 700	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78701	
Name:	YSL VENTURES, INC.	
Street Address:	301 CONGRESS AVE	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78701	
Name:	CSB ACQUISITION CO., LLC	
Street Address:	301 CONGRESS AVE	
City:	SUITE 700	
State/Country:	TEXAS	
Postal Code:	78701	
Name:	SMALLPONDS, LLC	
Street Address:	301 CONGRESS AVE	
Internal Address:	SUITE 700	
City:	AUSTIN	
State/Country:	TEXAS	

Postal Code:	78701
Name:	RNOT, LLC
Street Address:	301 CONGRESS AVE
Internal Address:	SUITE 700
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Name:	SPECTRAWIDE ACQUISITION CO., LLC
Street Address:	301 CONGRESS AVE
Internal Address:	AVE SUITE 700
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Name:	CLTD ACQUISITION CO., LLC
Street Address:	301 CONGRESS AVE
Internal Address:	SUITE 700
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Name:	DEALS.COM, LLC
Street Address:	301 CONGRESS AVE
Internal Address:	SUITE 700
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701

PROPERTY NUMBERS Total: 40

Property Type	Number
Application Number:	12554350
Application Number:	13585576
Application Number:	13830666
Application Number:	14081072
Application Number:	14050862
Application Number:	13830077
Application Number:	14467590
Application Number:	14199588
Application Number:	13836808
Application Number:	13307586
Application Number:	13844395

PATENT

REEL: 054241 FRAME: 0663

Property Type	Number
Application Number:	12840947
Application Number:	14445801
Application Number:	13836110
Application Number:	14517195
Application Number:	14531147
Application Number:	14060550
Application Number:	13928833
Application Number:	13839066
Application Number:	14489875
Application Number:	13840237
Application Number:	13837790
Application Number:	14619756
Application Number:	14661392
Application Number:	14661403
Application Number:	14686720
Application Number:	14749855
Application Number:	14749860
Application Number:	14839058
Application Number:	14939468
Application Number:	15072616
Application Number:	15074415
Application Number:	15147519
Application Number:	15154482
Application Number:	15208128
Application Number:	15208100
Application Number:	15383644
Application Number:	15421986
Application Number:	15455908
Application Number:	15471682

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: ROB SONESON

Address Line 1: 300 N LASALLE

Address Line 2: KIRKLAND & ELLIS LLP

Address Line 4: CHICAGO, ILLINOIS 60654

PATENT

REEL: 054241 FRAME: 0664

ATTORNEY DOCKET NUMBER:	42501-4-RFS
NAME OF SUBMITTER:	ROB SONESON
SIGNATURE:	/rsoneson/
DATE SIGNED:	10/28/2020

Total Attachments: 10

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “Release”), dated as of October 28, 2020, is made by Citibank, N.A., a national banking association, as administrative agent and collateral agent (in such capacities and together with its successors and permitted assigns, the “Agent”) for the Secured Parties, in favor of RetailMeNot, Inc., Giftcardzen Inc., YSL Ventures, Inc., CSB Acquisition Co., LLC, Smallponds, LLC, RNot, LLC, Spectrawide Acquisition Co., LLC, CLTD Acquisition Co., LLC, Deals.com, LLC (collectively, the “Grantors”).

WHEREAS, Harland Clarke Holdings Corp. (“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 referred to below), and each other Guarantor from time to time party thereto entered into a Credit Agreement, dated as of February 20, 2013 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks, financial institutions and other entities from time to time party thereto and the Agent;

WHEREAS, in connection with the Credit Agreement, the Borrower, CA Acquisition Holdings, Inc. and each other Guarantor executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 20, 2013 in favor of the Agent (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to an Assumption Agreement, dated as of May 23, 2017, the Grantors became parties to the Guarantee and Collateral Agreement;

WHEREAS, in furtherance of the Guarantee and Collateral Agreement, the Grantors executed an Intellectual Property Security Agreement, dated May 23, 2017, (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “IP Security Agreement”), which was duly recorded on May 24, 2017, at Reel 42494 and Frame 0822 in the United States Patent and Trademark Office (“USPTO”).

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

1. Definitions.
 - a. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement, the Guarantee and Collateral Agreement or the IP Security Agreement, as applicable.
 - b. “Intellectual Property Collateral” means all of the following of the Grantors:

- 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 (including those listed on Schedule A attached hereto), (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, (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 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, 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.

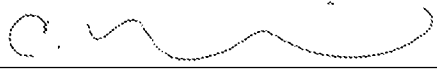
2. Release of Security Interest. The Agent, without any recourse, representation or warranty, hereby irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of the Grantors and their successors and assigns, each security interest in the Intellectual Property Collateral granted to the Agent under the Guarantee and Collateral Agreement and the IP Security Agreement. The Agent acknowledges and agrees that the IP Security Agreement has been terminated with respect to the Intellectual Property Collateral, and any and all right, title and interest of the Agent in the Intellectual Property Collateral under the Guarantee and Collateral Agreement and the IP Security Agreement shall hereby cease and become void.
3. Recordation. The Agent 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 Agent and inure to the benefit of the Grantors and their respective successors and permitted assigns.

6. Further Assurances. The Agent 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.

CITIBANK, N.A., as Agent under the Guarantee and Collateral Agreement

By: 

Name: Christopher Manno

Title: Director & Vice President

SCHEDULE A

PATENTS

Title	Application Date	Application No.	Registration Date	Registration No.	Owner
METHOD AND SYSTEM FOR RANKING INFORMATION ITEMS FOR DISPLAY	9/4/2009	12/554350	12/3/2013	8600837	RetailMeNot, Inc.
METHOD AND SYSTEM FOR FACILITATING ACCESS TO A PROMOTIONAL OFFER	8/14/2012	13/585576	12/17/2013	8612288	RetailMeNot, Inc.
METHODS AND SYSTEMS FOR MAXIMIZING ONLINE COUPON AND DEAL COMMISSIONS	3/14/2013	13/830666			RetailMeNot, Inc.
METHOD AND SYSTEM FOR FACILITATING ACCESS TO A PROMOTIONAL OFFER	11/15/2013	14/081072	4/18/2017	9626688	RetailMeNot, Inc.
METHOD AND SYSTEM FOR RANKING INFORMATION ITEMS FOR DISPLAY	10/10/2013	14/050862			RetailMeNot, Inc.
METHODS AND SYSTEMS FOR GENERATING ELECTRONIC DEAL SUMMARY	3/14/2013	13/830077			RetailMeNot, Inc.
CROSS-DEVICE GEOLOCATION SENSING TO GEOTARGET OFFERS	8/25/2014	14/467590	3/14/2017	9595049	RetailMeNot, Inc.
MOBILE-OFFER CREATION	3/6/2014	14/199588			RetailMeNot, Inc.
INTENTS FOR OFFER-DISCOVERY SYSTEMS	3/15/2013	13/836808			RetailMeNot, Inc.
PROMOTION CODE VALIDATION	11/30/2011	13/307586			RetailMeNot,

Title	Application Date	Application No.	Registration Date	Registration No.	Owner
APPARATUS AND METHOD					Inc.
MATCHING A COUPON TO A SPECIFIC PRODUCT	3/15/2013	13/844395			RetailMeNot, Inc.
METHOD AND SYSTEM FOR DETERMINING AVERAGE VALUES FOR DISPLAYED INFORMATION ITEMS	7/21/2010	12/840947			RetailMeNot, Inc.
METHOD AND SYSTEM FOR DETERMINING AVERAGE VALUES FOR DISPLAYED INFORMATION ITEMS	7/29/2014	14/445801			RetailMeNot, Inc.
CROSS-DEVICE OFFERS PLATFORM	3/15/2013	13/836110			RetailMeNot, Inc.
PROVIDING OFFERS AND ASSOCIATED LOCATION INFORMATION	10/17/2014	14/517195			RetailMeNot, Inc.
PROVIDING SINGLE-USE OFFERS	11/3/2014	14/531147			RetailMeNot, Inc.
REMINDING USERS OF OFFERS	10/22/2013	14/060550	1/31/2017	9558507	RetailMeNot, Inc.
DETERMINING OFFERS FOR A GEOFENCED GEOGRAPHIC AREA	6/27/2013	13/928833			RetailMeNot, Inc.
SYSTEMS, METHODS, AND COMPUTER-READABLE MEDIA FOR A CUSTOMIZABLE REDEMPTION HEADER FOR MERCHANT OFFERS ACROSS BROWSER INSTANCES	3/15/2013	13/839066			RetailMeNot, Inc.
TRACKING OFFERS ACROSS MULTIPLE CHANNELS	9/18/2014	14/489875			RetailMeNot, Inc.
DEVICES, METHODS, AND COMPUTER-	3/15/2013	13/840237			RetailMeNot,

Title	Application Date	Application No.	Registration Date	Registration No.	Owner
READABLE MEDIA FOR REDEMPTION OF MERCHANT OFFERS					Inc.
DEVICES, METHODS, AND COMPUTER-READABLE MEDIA FOR REDEMPTION HEADER FOR MERCHANT OFFERS	3/15/2013	13/837790	5/2/2017	9639853	RetailMeNot, Inc.
EVENT-BASED OFFERS FOR A GEOFENCED GEOGRAPHIC AREA	2/11/2015	14/619756			RetailMeNot, Inc.
CACHING GEOLOCATED OFFERS	3/18/2015	14/661392			RetailMeNot, Inc.
MULTI-STAGE GEOLOCATED OFFERS	3/18/2015	14/661403			RetailMeNot, Inc.
TIME PERIOD DISTRIBUTION OF OFFER CODES	4/14/2015	14/686720			RetailMeNot, Inc.
APPARATUS AND METHOD FOR MOBILE-DISPATCHER FOR OFFER REDEMPTION WORK FLOWS	6/25/2015	14/749855			RetailMeNot, Inc.
APPARATUS AND METHOD FOR MOBILE-DISPATCHER FOR OFFER REDEMPTION WORK FLOWS	6/25/2015	14/749860			RetailMeNot, Inc.
REDUCING THE SEARCH SPACE FOR RECOGNITION OF OBJECTS IN AN IMAGE BASED ON WIRELESS SIGNALS	8/28/2015	14/839058			RetailMeNot, Inc.
GROUP-DECISION ENGINE	11/12/2015	14/939468			RetailMeNot, Inc.
GEOTARGETING OF CONTENT BY DYNAMICALLY DETECTING	3/17/2016	15/072616			RetailMeNot, Inc.

Title	Application Date	Application No.	Registration Date	Registration No.	Owner
GEOGRAPHICALLY DENSE COLLECTIONS OF MOBILE COMPUTING DEVICES					
PEER-TO-PEER GEOTARGETING CONTENT WITH AD-HOC MESH NETWORKS	3/18/2016	15/074415			RetailMeNot, Inc.
SCALABLE COMPLEX EVENT PROCESSING WITH PROBABILISTIC MACHINE LEARNING MODELS TO PREDICT SUBSEQUENT GEOLOCATIONS	5/5/2016	15/147519			RetailMeNot, Inc.
MODULATING MOBILE- DEVICE DISPLAYS BASED ON AMBIENT SIGNALS TO REDUCE THE LIKELIHOOD OF FRAUD	5/13/2016	15/154482			RetailMeNot, Inc.
LOW-LATENCY APPROXIMATION OF COMBINATORIAL OPTIMIZATION OF RESIDUAL AMOUNTS WHEN ALLOCATING LARGE COLLECTIONS OF STORED VALUE CARDS	7/12/2016	15/208128			RetailMeNot, Inc.
ENHANCING PROBABALISTIC SIGNALS INDICATIVE OF UNAUTHORIZED ACCESS TO STORED VALUE CARDS BY ROUTING THE CARDS TO GEOGRAPHICALLY DISTINCT USERS	7/12/2016	15/208100			RetailMeNot, Inc.
REMINDING USERS OF OFFERS	12/19/2016	15/383644			RetailMeNot, Inc.

Title	Application Date	Application No.	Registration Date	Registration No.	Owner
	2/1/2017	15/421986			RetailMeNot, Inc.
	3/10/2017	15/455908			RetailMeNot, Inc.
	3/28/2017	15/471682			RetailMeNot, Inc.