

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6373405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 43790/0953
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
Internal Address:	SUITE 700
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Name:	CSB ACQUISITION CO., LLC
Street Address:	301 CONGRESS AVE
Internal Address:	SUITE 700
City:	AUSTIN
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:	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: 17

Property Type	Number
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

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REEL: 054242 FRAME: 0952

Property Type	Number
Application Number:	15208128
Application Number:	15208100
Application Number:	15383644
Application Number:	15421986
Application Number:	15455908
Application Number:	15471682
Application Number:	15592807
Application Number:	15597281

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

NAME OF SUBMITTER:	ROB SONESON
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SIGNATURE:	/rsoneson/
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DATE SIGNED:	10/28/2020
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Total Attachments: 8

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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, and 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 a Supplemental Intellectual Property Security Agreement, dated August 31, 2017, (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Supplemental IP Security Agreement”), which was duly recorded on September 8, 2017 at Reel 43790 and Frame 0953 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 Supplemental 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 Supplemental IP Security Agreement. The Agent acknowledges and agrees that the Supplemental 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 Supplemental 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

Patents - RetailMeNot:

Title	App. No.	App. No.	Issue Date	Patent No.	Owner	Country
TIME PERIOD DISTRIBUTION OF OFFER CODES	4/14/2015	14/686720	N/A	N/A	RetailMeNot, Inc.	U.S.
APPARATUS AND METHOD FOR MOBILE-DISPATCHER FOR OFFER REDEMPTION WORK FLOWS	6/25/2015	14749855*	N/A	N/A	RetailMeNot, Inc.	U.S.
APPARATUS AND METHOD FOR MOBILE-DISPATCHER FOR OFFER REDEMPTION WORK FLOWS	6/25/2015	14749860*	N/A	N/A	RetailMeNot, Inc.	U.S.
REDUCING THE SEARCH SPACE FOR RECOGNITION OF OBJECTS IN AN IMAGE BASED ON WIRELESS SIGNALS	8/28/2015	14/839058*	6/20/2017	9684826	RetailMeNot, Inc.	U.S.
GROUP-DECISION ENGINE	11/12/2015	14/939468*	N/A	N/A	RetailMeNot, Inc.	U.S.
GEOTARGETING OF CONTENT BY DYNAMICALLY DETECTING GEOGRAPHICALLY DENSE COLLECTIONS OF MOBILE COMPUTING DEVICES	3/17/2016	15/072616	N/A	N/A	RetailMeNot, Inc.	U.S.

Title	App. No.	App. No.	Issue Date	Patent No.	Owner	Country
PEER-TO-PEER GEOTARGETING CONTENT WITH AD-HOC MESH NETWORKS	3/18/2016	15/074415	N/A	N/A	RetailMeNot, Inc.	U.S.
SCALABLE COMPLEX EVENT PROCESSING WITH PROBABILISTIC MACHINE LEARNING MODELS TO PREDICT SUBSEQUENT GEOLOCATIONS	5/5/2016	15/147519	N/A	N/A	RetailMeNot, Inc.	U.S.
MODULATING MOBILE-DEVICE DISPLAYS BASED ON AMBIENT SIGNALS TO REDUCE THE LIKELIHOOD OF FRAUD	5/13/2016	15/154482	N/A	N/A	RetailMeNot, Inc.	U.S.
LOW-LATENCY APPROXIMATION OF COMBINATORIAL OPTIMIZATION OF RESIDUAL AMOUNTS WHEN ALLOCATING LARGE COLLECTIONS OF STORED VALUE CARDS	7/12/2016	15/208128	N/A	N/A	RetailMeNot, Inc.	U.S.
ENHANCING PROBABALISTIC SIGNALS INDICATIVE OF UNAUTHORIZED ACCESS TO STORED VALUE CARDS BY ROUTING THE CARDS TO GEOGRAPHICALLY DISTINCT USERS	7/12/2016	15/208100	N/A	N/A	RetailMeNot, Inc.	U.S.
REMINING USERS OF OFFERS	12/19/2016	15/383644*	N/A	N/A	RetailMeNot, Inc.	U.S.
CROSS DEVICE GEOLOCATION	2/1/2017	15/421986	N/A	N/A	RetailMeNot, Inc.	U.S.

Title	App. No.	App. No.	Issue Date	Patent No.	Owner	Country
METHOD AND SYSTEM FOR FACILITATING ACCESS TO A PROMOTIONAL OFFER	3/10/2017	15/4455908	N/A	N/A	RetailMeNot, Inc.	U.S.
DEVICES, METHODS, AND COMPUTER READABLE MEDIA FOR REDEMPTION HEADER FOR MERCHANT OFFERS	3/28/2017	15/471682	N/A	N/A	RetailMeNot, Inc.	U.S.
PROMOTION CODE VALIDATION APPARATUS AND METHOD	5/11/2017	15/592807	N/A	N/A	RetailMeNot, Inc.	U.S.
REDUCING THE SEARCH SPACE FOR RECOGNITION OF OBJECTS IN AN IMAGE BASED ON WIRELESS SIGNALS	5/17/2017	15/597281	N/A	N/A	RetailMeNot, Inc.	U.S.

*designates a missing assignment from the patent inventor(s) in the chain of title for such patent

PATENT

REEL: 054242 FRAME: 0961

RECORDED: 10/28/2020