506326757 10/28/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6373507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 42684/0863

CONVEYING PARTY DATA

Name	Execution Date
WELLS FARGO BANK, NATIONAL ASSOCIATION	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
_	

PATENT REEL: 054243 FRAME: 0530

506326757

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: 40

Property Type	Number
Patent Number:	8600837
Patent Number:	8612288
Application Number:	13830666
Patent Number:	9626688
Application Number:	14050862
Application Number:	13830077
Patent Number:	9595049
Application Number:	14199588
Application Number:	13836808

PATENT

REEL: 054243 FRAME: 0531

Property Type	Number
Application Number:	13307586
Application Number:	13844395
Application Number:	12840947
Application Number:	14445801
Application Number:	13836110
Application Number:	14517195
Application Number:	14531147
Patent Number:	9558507
Application Number:	13928833
Application Number:	13839066
Application Number:	14489875
Application Number:	13840237
Patent Number:	9639853
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

PATENT

REEL: 054243 FRAME: 0532

Address Line 2: Address Line 4:	KIRKLAND & ELLIS LLP CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	:	42501-4-RFS	
NAME OF SUBMITTER:		ROB SONESON	
SIGNATURE:		/rsoneson/	
DATE SIGNED:		10/28/2020	
Total Attachments: 0			

Total Attachments: 9

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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 Wells Fargo Bank, National Association, a national banking association, solely as Collateral Trustee under the Collateral Trust Agreement (as defined below, in such capacity and together with its successors, the "Collateral Trustee") 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, the Collateral Trustee has agreed, pursuant to the terms of the Collateral Trust Agreement, dated as of July 24, 2012, by and among Harland Clarke Holdings Corp. (the "Company"), the Grantors, the Collateral Trustee, the Notes Trustee and the other parties party thereto (the "Collateral Trust Agreement") to accept the grant of a security interest under that certain Security Agreement, dated as of July 24, 2012 by and among the Company, the Grantors, the Collateral Trustee, and the other parties party thereto (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"), as security for the Collateral Trust Parity Lien Obligations, pursuant to which the Grantors granted to the Collateral Trustee a security interest in certain collateral, including the Intellectual Property Collateral (as defined below);

WHEREAS, in furtherance of the Collateral Trust Agreement and the Security Agreement, the Collateral Trustee and the Grantors executed an Intellectual Property Security Agreement, dated as of May 23, 2017 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), which was duly recorded on June 13, 2017, at Reel 42684 and Frame 0863 in the United States Patent and Trademark Office ("USPTO");

WHEREAS, pursuant to Section 4.1(b) of the Collateral Trust Agreement, the Company has delivered to the Collateral Trustee an Officer's Certificate and opinion of counsel (the "Officer's Certificate and Opinion") each containing the statements required by Section 4.1(b) of the Collateral Trust Agreement with respect to the release of the Collateral Trustee's Liens on the Collateral of the Grantor; and

WHEREAS, the Officer's Certificate and Opinion having been delivered to the Collateral Trustee, the Collateral Trustee is authorized by the Collateral Trust Agreement, the Security Agreement and the Intellectual Property Security Agreement to release all right, title and interest in and dissolve those liens and encumbrances created by the Intellectual Property Security Agreement and the Security Agreement with respect to the Intellectual Property Collateral, and to execute and deliver this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Trustee 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 Collateral Trust Agreement, the Security Agreement or the Intellectual Property Security Agreement, as applicable.
- b. "Intellectual Property Collateral" means all of the following of the Grantors:
 - (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 Collateral Trustee, without any recourse, representation or warranty, hereby irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of the Grantor and its successors and assigns, each security interest in the Intellectual Property Collateral granted to the Collateral Trustee under the Collateral Trust Agreement, the Security Agreement and the Intellectual Property Security Agreement. The Collateral Trustee acknowledges and agrees that the Intellectual Property Security Agreement has been terminated with respect to the Intellectual Property Collateral, and any and all right, title and interest of the Collateral Trustee in the Intellectual Property Collateral under the Collateral Trust Agreement, the Security Agreement and the Intellectual Property Security Agreement shall hereby cease and become void.
- 3. <u>Recordation</u>. 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. <u>Governing Law</u>. This Release shall be construed in accordance with and governed by the laws of the State of New York.

- 5. <u>Miscellaneous</u>. 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. <u>Further Assurances</u>. 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.

WELLS FARGO BANK, NATIONAL ASSOCIATION, solely as Collateral Trustee under the Collateral Trust Agreement

Ву:	Je Tell
Name:	200000000000000000000000000000000000000
Title:	Assistant Vice President

SCHEDULE A

PATENTS

Title	Application Date	Application No.	Registration Date	Registration No.	Ожиег
METHOD AND SYSTEM FOR RANKING INFORMATION ITEMS FOR DISPLAY	9/4/2009	12/554350	12/3/2013	86(8)837	RetailMeNot, Inc.
METHOD AND SYSTEM FOR FACELITATING 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			RetailMcNot, Inc.
METHOD AND SYSTEM FOR FACHLITATING ACCESS TO A PROMOTIONAL OFFER	11/15/2013	14/381072	4/18/2017	9626688	ResuilMeNes, Inc.
METHOD AND SYSTEM FOR RANKING INFORMATION ITEMS FOR DISPLAY	10/10/2013	14/050862			RetailMeNos, Inc.
METHODS AND SYSTEMS FOR GENERATING ELECTRONIC DEAL SUMMARY	3/14/2013	13/830077			RetailMcNot, Inc.
CROSS-DEVICE GEOLOCATION SENSING TO GEOTARGET OFFERS	8/25/2014	14/467590	3/14/2017	9595049	RetailMeNot, Inc.
MOSILE-OFFER CREATION	3/6/2014	14/199588			RetailMeNes, Inc.
INTENTS FOR OFFER- DISCOVERY SYSTEMS	3/15/2013	13/836868			RetailMeNos, Inc.
PROMOTION CODE VALIDATION APPARATUS AND METHOD	11/30/2011	13/307586			RetailMeNot, Inc.
MATCHING A COUPON TO A SPECIFIC PRODUCT	3/15/2013	13/844395			RetailMcNot, Inc.
METHOD AND SYSTEM FOR DETERMINING AVERAGE VALUES FOR DISPLAYED INFORMATION ITEMS	7/21/2010	12/840947			RessilMeNes, inc.
METHOD AND SYSTEM FOR DETERMINING AVERAGE	7/29/2014	14/445801			RetailMeNot, Inc.

VALUES FOR DISPLAYED INFORMATION ITEMS					
CROSS-DEVICE OFFERS PLATFORM	3/15/2013	13/836110			BetailMcNex, Inc.
PROVIDING OFFERS AND ASSOCIATED LOCATION INFORMATION	18/17/2014	14/517195			RetailMeNot, Inc.
PROVIDING SINGLE-USE OFFERS	11/3/2014	14/531147			ResailMeNos, inc.
REMINDING USERS OF OFFERS	10/22/2013	14/(3)0550	1/31/2017	9558507	RetailMeNot, Inc.
DETERMINING OFFERS FOR A GEOFENCED GEOGRAPHIC AREA	6/27/2013	13/928833			ResailMeWs, Inc.
SYSTEMS, METHODS, AND COMPUTER-READABLE MEDIA FOR A CUSTOMIZABLE REDEMPTION HEADER FOR MERCHANT OFFERS ACROSS BROWSER INSTANCES	3/15/2013	13/839066			RetailMeNox, Inc.
TRACKING OFFERS ACROSS MULTIPLE CHANNELS	9/18/2014	14/489875			RetailMeNes, Inc.
DEVICES, METHODS, AND COMPUTER-READABLE MEDIA FOR REDEMPTION OF MERCHANT OFFERS	3/15/2013	13/840237			RetailMcNet, Inc.
DEVICES, METHODS, AND COMPUTER-READABLE MEDIA FOR REDEMPTION HEADER FOR MERCHANT OFFERS	3/15/2013	13/837790	5/2/2017	9639853	RetailMcNes, Inc.
EVENT-BASED OFFERS FOR A GEOFENCED GEOGRAPHIC AREA	2/11/2015	14/619736			ResailMeNos, Inc.
CACHING GEOLOCATED OFFERS	3/18/2015	14/661392			ResailMeNes, Inc.
MULTI-STAGE GEOLOCATED OFFERS	3/18/2015	14/661403	***************************************	***************************************	RetailMcNes, Inc.
TIME PERIOD DISTRIBUTION OF OFFER CODES	4/14/2015	14/686720			RessilMelVes, inc.
APPARATUS AND METHOD FOR MOBILE-DISPATCHER FOR	6/25/2015	14/749855			RessiMeNes, inc.

OFFER REDEMPTION WORK FLOWS			
APPARATUS AND METROD FOR MOBILE-DISPATCHER FOR OFFER REDEMPTION WORK FLOWS	6/25/2015	14/7498(6)	RetailMeNot, Inc.
REDUCING THE SEARCH SPACE FOR RECOGNITION OF OBJECTS IN AN IMAGE BASED ON WIRELESS SIGNALS	8/28/2015	14/839058	RetailMelvix, Inc.
GROUP-DECISION ENGINE	11/12/2015	14/939468	BetailMeNox, Inc.
GEOTARGETING OF CONTENT BY DYNAMICALLY DETECTING GEOGRAPHICALLY DENSE COLLECTIONS OF MOBILE COMPUTING DEVICES	3/17/2016	15/8)72616	RemilMeNus, Inc.
PEER TO PEER GEOTARGETING CONTENT WITH AD-HOC MESH NETWORKS	3/18/2016	15/8974433	RetailMeNot, Inc.
SCALABLE COMPLEX EVENT PROCESSING WITH PROBABILISTIC MACHINE LEARNING MODELS TO PREDICT SUBSEQUENT GEOLOCATIONS	5/5/2016	15/147519	RetailMelwx, Inc.
MODULATING MOBILE- DEVICE DISPLAYS BASED ON AMBIENT SIGNALS TO REDUCE THE LIKELIHOOD OF FRAUD	5/13/2016	15/154482	RetailMcNes, Inc.
LOW-LATENCY APPROXIMATION OF COMBINATORIAL OPTIMIZATION OF RESIDUAL AMOUNTS WHEN ALLOCATING LARGE COLLECTIONS OF STORED VALUE CARDS	7/12/2016	15/208128	RetailMeNos, Inc.
ENHANCING PROBABALISTIC SIGNALS INDICATIVE OF UNALITHORIZED ACCESS TO STORED VALUE CARDS BY ROUTING THE CARDS TO GEOGRAPHICALLY DISTINCT	7/12/2016	15/208100	RetailMcNes, Inc.

USERS				
REMINDING USERS OF OFFERS	12/19/2016	15/383644		RetailMeNot, Inc.
	2/1/2017	15/421986		RetsilMeNes, isc.
	3/10/2017	15/455908		RetailMeNot, Inc.
	3/28/2017	15/471682		RetailMeNos, Inc.

RECORDED: 10/28/2020