

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6674303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AT REEL/FRAME 029903/0513
CONVEYING PARTY DATA	
Name	Execution Date
CITIBANK, N.A.	04/20/2021
RECEIVING PARTY DATA	
Name:	CHECKS IN THE MAIL, INC.
Street Address:	15955 LA CANTERA PKWY
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78256
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	09872514
Application Number:	09568644
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	617.526.9675
Email:	ypan@proskauer.com
Correspondent Name:	TATYANA MARUGG
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110-2600
ATTORNEY DOCKET NUMBER:	11964-295
NAME OF SUBMITTER:	TATYANA MARUGG
SIGNATURE:	/Tatyana Marugg/
DATE SIGNED:	04/22/2021
Total Attachments: 5	
source=Tab 03-01a - Patent Release - (Checks in the Mail) EXECUTED#page1.tif	
source=Tab 03-01a - Patent Release - (Checks in the Mail) EXECUTED#page2.tif	
source=Tab 03-01a - Patent Release - (Checks in the Mail) EXECUTED#page3.tif	
source=Tab 03-01a - Patent Release - (Checks in the Mail) EXECUTED#page4.tif	

RELEASE OF PATENT SECURITY INTEREST

This **RELEASE OF PATENT SECURITY INTEREST** (this “Release”), dated as of April 20, 2021, 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 Checks in the Mail, Inc., a Delaware corporation (the “Grantor”).

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 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 entered into 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”), pursuant to which the Grantor granted to the Agent a security interest in certain collateral, including the Patent Collateral (as defined below);

WHEREAS, in furtherance of the Guarantee and Collateral Agreement, the Grantor executed an Intellectual Property Security Agreement, dated February 20, 2013, (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “IP Security Agreement”), which was duly recorded on March 1, 2013, at Reel/Frame 029903/0513 in the United States Patent and Trademark Office (“USPTO”); and

WHEREAS, the Agent wishes to terminate, cancel, extinguish, discharge and release its security interest in the Patent Collateral created by the IP Security Agreement and the Guarantee and Collateral Agreement.

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 or the Guarantee and Collateral Agreement, as applicable.
- b. “Patent Collateral” means all of the following of the Grantor: (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 USPTO (including those listed on Schedule A 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.

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 Grantor and its successors and assigns, each security interest in the Patent 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 Patent Collateral, and any and all right, title and interest of the Agent in the Patent Collateral under the Guarantee and Collateral Agreement and the IP Security Agreement shall hereby cease and become void.
3. Recordation. The parties hereto authorize and request that the Commissioner for Patents at the USPTO or its delegate record this Release against the Patent 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 may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Patent Security Interest to be executed by their duly authorized representatives as of the date first above written.

CITIBANK, N.A., as Agent

By: 

Name: Christopher Marino

Title: Vice President

[Signature Page to Release of Patent Security Interest -- Checks in the Mail]

PATENT
REEL: 056032 FRAME: 0592

CHECKS IN THE MAIL, INC. as Grantor

A handwritten signature in dark ink, appearing to read 'R. Sosa', written over a horizontal line.

By: _____

Name: Robert Sosa

Title: Vice President and Treasurer

SCHEDULE A
Patent Collateral

Debtor/Creditor	Patent Title	Application No.	Application Date	Registration No.	Issue Date of Patent	Patent Status
Checks in the Mail, Inc.	Integrated electronic shipping cart system	09/872,814	06/01/01	7,287,803	10/23/07	Issued
Checks in the Mail, Inc.	Electronic Printing System and Method	09/568,644	05/10/00	6,717,486	04/06/04	Issued

[Signature Page to Release of Patent Security Interest – Checks in the Mail]