

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		01/19/1994	CORPORATION:
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	100 Renaissance Center		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48243		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1716341	PROMOTION WATCH	
CORRESPONDENCE DATA			
Fax Number:	(949)851-9348		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949 757 7148		
Email:	ocipdocketing@mwe.com		
Correspondent Name:	Farah P. Bhatti, Esq.		
Address Line 1:	18191 Von Karman Ave., Suite 500		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	039667-0010.		
NAME OF SUBMITTER:	Farah P. Bhatti		
Signature:	/farah p. bhatti/		
Date:	09/05/2007		

CH \$40.00 1716341

Total Attachments: 7

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1. Debtor(s) (Last Name First) and Address(es):
Valassis Communications, Inc.
36111 Schoolcraft Road
Livonia, MI 48150
38-2760940

2. Secured Party(ies) Name(s) And Address(es):
Comerica Bank, as Administrative
Agent
100 Renaissance Center
Detroit, MI 48243

FILED
001395901
OF 01 H 01 11/08/1996 12:00
14002262 200 8.00
NC SECRETARY OF STATE

3. (a) This statement refers to original Financing Statement bearing File No. 871750
Filed with S/S North Carolina Date Filed 3-17-19 92
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
- 6. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9. Signatures are required of both debtor and secured party per G.S. #25-9-4.
- 7. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.
- 8. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)

9.

10. Signatures:
By _____ Debtor(s) (necessary only if item 6 is applicable)
By Mary Pella Comerica Bank Secured Party (ies)

Valassis Inserts, Inc.
36111 Schoolcraft Road
Livonia, Michigan 48150

Citicorp USA, Inc., as
Administrative Agent
c/o Citicorp North America, Inc.
200 S. Wacker Drive
Chicago, Illinois 60606

AM FILED
0986132
1993 APR 08 AM 08:0
RUFUS EDMISTEN
NC SECRETARY OF STATE

4 This statement refers to original Financing Statement No. 0871750 Dated _____
Date filed: March 17, 19 92 Filed with Secretary of State of North Carolina

- 5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9 Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10

The Debtor's name is hereby amended to Valassis Communications, Inc.

..... VALASSIS COMMUNICATIONS, INC.

By: Barry P. Hoff VP
Signature(s) of Debtor(s) if an Amendment

Dated: _____, 19 _____

CITICORP USA, INC.,
as Administrative Agent

By: Barbara A. Cohen
Signature(s) of Secured Party(ies)

BARBARA A. COHEN
Vice President

TRADEMARK

REEL: 003615 FRAME: 0561

Valassis Inserts, Inc.
36111 Schoolcraft Road
Livonia, Michigan 48150

Citicorp USA, Inc., as
Administrative Agent
c/o Citicorp North America, Inc.
200 South Wacker Drive
Chicago, Illinois 60606

(Date, Time, Number, and Filing Office)

11
FS FILED
0871750
1992 MAR 17 AM 08:00
RUFUS EDMISTEN
NC SECRETARY OF STATE

4. This financing statement covers the following types (or items) of property:

All of Debtor's now owned or existing or hereafter acquired or arising accounts, machinery, equipment, fixtures, inventory, goods, chattel paper, general intangibles, instruments and documents, wheresoever located, as more particularly described on Exhibit A attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

See Oversize
3 pgs

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 3

Filed with: Secretary of State of North Carolina 1013.328-10 19231 RR

Valassis Inserts, Inc

By: 

Signature(s) of Debtor(s)

By: _____

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

TRADEMARK

REEL: 003615 FRAME: 0562

1. Debtor(s) (Last Name First) and Address(es):
Valassis Communications, Inc.
36111 Schoolcraft Road
Livonia, Michigan 48150
#38-2760940

2. Secured Party(ies) Name(s) And Address(es):
Citicorp USA, Inc., as Administrative Agent
c/o Citicorp North America, Inc.
200 S. Wacker Drive, Chicago, Illinois

AS FILED
069422
1994 JAN 19 AM 08:00
RUFUS EDMISTEN
NC SECRETARY OF STATE

3. (a) This statement refers to original Financing Statement bearing File No. 871750
Filed with Secretary of State, * Date Filed March 17, 19 92
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filled.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block *North Carolina

60606
For Filing Officer

4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in item 9.
7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9.
Comerica Bank, as Administrative Agent
100 Renaissance Center
Detroit, Michigan 48243
Attention: Loan Documentation Review

10. Signatures:

Citicorp USA, Inc., as Administrative Agent

By _____
Debtor(s) (necessary only if item 7 is applicable)

By Barbara A. Cohen BARBARA A. COHEN
Vice President

FILING OFFICER COPY-NUMERICAL

FINANCING STATEMENT CHANGE TRADEMARK
REEL: 003615 FRAME: 0563

Secured Party (ies)
Standard Form Approved by
Secretary of State

UCC-3

**EXHIBIT A
TO
FINANCING STATEMENT**

CT FILED
001395901
DP 01 N 01 11/08/1996 12:00
T#002262 200 8.00
NC SECRETARY OF STATE

DEBTOR:

Valassis Inserts, Inc.
36111 Schoolcraft Road
Livonia, Michigan 48150

SECURED PARTY:

Citicorp USA, Inc., as
Administrative Agent
c/o Citicorp North America, Inc.
200 South Wacker Drive
Chicago, Illinois 60606

DESCRIPTION OF COLLATERAL:

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0871750
1992 MAR 17 AM
RUFUS EDMISTEN
NC SECRETARY OF STATE

All of the Debtor's rights, title and interests in and to the following property, whether now owned or existing or hereafter arising or acquired and wheresoever located (the "Collateral"):

(a) **ACCOUNTS:** All present and future accounts, accounts receivable and other rights of the Debtor to payment for the sale or lease of goods or the rendition of services (except those evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance (collectively, "Accounts");

(b) **EQUIPMENT:** All of the Debtor's present and future (i) equipment and fixtures, including, without limitation, wherever located, printing presses and other machinery, manufacturing, distribution, selling, data processing and office equipment, furniture, furnishings, assembly systems, tools, tooling, molds, dies, appliances and vehicles, vessels and aircraft, (ii) other tangible personal property (other than the Debtor's Inventory) and (iii) any and all accessions, parts and appurtenances attached to any of the foregoing or used in connection therewith, and any substitutions therefor and replacements, products and proceeds thereof (collectively, "Equipment");

(c) **GENERAL INTANGIBLES:** All of the Debtor's present and future choses in action, causes of action, and all other intangible personal property of every kind and nature including, without limitation, corporate, partnership and other business books and records, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, service marks, goodwill, registrations, copyrights, licenses, franchises, customer lists, computer programs, software and other computer materials, tax refunds, tax refund claims, rights and claims against charters, carriers, shippers, franchisees, lessors, and lessees, and rights to indemnification, intercompany receivables, and any security documents executed in connection therewith, deposit accounts, proceeds of any letters of credit, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to the foregoing or proceeds of any insurance policies on which the Debtor is named as beneficiary, claims against third parties for advances and other financial accommodations and any other obligations whatsoever owing

TRADEMARK

REEL: 003615 FRAME: 0564

to the Debtor, contract rights, customer and supplier contracts, rights in and to all security agreements, security interests or other security held by the Debtor to secure payment of the Debtor's accounts, all right, title and interest under leases, subleases, and concessions and other agreements relating to real or personal property (including, without limitation, all rents, issues and profits related thereto), rights in and under guarantees, instruments, securities, documents of title and other contracts securing, evidencing, supporting or otherwise relating to any of the foregoing, together with all rights in any goods, merchandise or Inventory which any of the foregoing may represent (collectively, "General Intangibles");

(d) INVENTORY: All of the Debtor's present and future (i) inventory, (ii) goods, merchandise and other personal Property furnished or to be furnished under any contract of service or intended for sale or lease, and all goods consigned by the Debtor and all other items which have previously constituted Equipment but are then currently being held for sale or lease in the ordinary course of the Debtor's business, (iii) raw materials, work-in-process and finished goods, (iv) materials, components and supplies of any kind, nature or description used or consumed in the Debtor's business or in connection with the manufacture, production, packing, shipping, advertising, finishing or sale of any of the Property described in clauses (i) through (iii) above, (v) goods in which the Debtor has a joint or other interest to the extent of the Debtor's interest therein or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee), and (vi) goods which are returned to or repossessed by the Debtor; in each case whether in the possession of the Debtor, a bailee, a consignee, or any other Person for sale, storage, transit, processing, use or otherwise, and any and all documents for or relating to any of the foregoing (collectively, "Inventory");

(e) CHATTEL PAPER, INSTRUMENTS AND DOCUMENTS: All chattel paper, all instruments (as defined in Article 9 of the UCC) and Securities (as defined in Article 8 of the UCC) including, without limitation, all bills of lading, warehouse receipts and other documents of title and documents, in each instance whether now owned or hereafter acquired by the Debtor (collectively, "Chattel Paper, Instruments and Documents");

(f) OTHER PROPERTY: All property or interests in property now owned or hereafter acquired by the Debtor whether in the possession, custody or control of the Agent, the Co-Agent, any Lender, any Issuing Bank or any other Holder, or any agent or affiliate of any of them in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); and all rights and interests of the Debtor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) notes, drafts, letters of credit, stocks, bonds, and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same; (ii) money; (iii) proceeds of loans, including without limitation, all the Loans made to the Debtor under

the Credit Agreement; and (iv) insurance proceeds and books and records relating to any of the property covered by this Agreement (collectively, "Other Property");

together with respect to each of the items set forth in paragraphs (a) through (f) above with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof.

VALASSIS INSERTS, INC.

By: 