

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860469

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valpak Direct Marketing Systems, LLC		11/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC		
Street Address:	c/o Blue Torch Capital LP 150 East 58th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1605872	AMERICA'S FAVORITE MAIL	
Registration Number:	2624948	CONNECTING ADVERTISERS WITH AUDIENCES	
Registration Number:	2639531	CONNECTING AUDIENCES WITH ADVERTISERS	
Registration Number:	2936080	COUPON U	
Registration Number:	1609381	COUPON UNIVERSITY	
Registration Number:	1716606	CU	
Registration Number:	1635692	NEIGHBORHOOD TRADE AREA	
Registration Number:	3636640	NEIGHBORSNEXT	
Registration Number:	1634955	NTA	
Registration Number:	4835329	OPEN THE NEIGHBORHOOD	
Registration Number:	4812151	OPEN THE NEIGHBORHOOD	
Registration Number:	4090248	OPINION CONNECTION	
Registration Number:	5044753	PAK-TRAK	
Registration Number:	4302848	SAVINGS BEYOND THE ENVELOPE	
Registration Number:	5296010	SKULOCAL	
Registration Number:	5296013	SKULOCAL	
Registration Number:	1808602	SOLO VALUES	
Registration Number:	2296207	SOLO VALUES	

CH \$815.00 1605872

Property Type	Number	Word Mark
Registration Number:	3568390	THE BLUE ENVELOPE
Registration Number:	2474754	THE POWER OF THE MAILBOX
Registration Number:	2358701	THERE'S SOMETHING IN IT FOR YOU
Registration Number:	2585359	VALPAK
Registration Number:	1289322	VAL-PAK
Registration Number:	2274521	VAL-PAK
Registration Number:	6058852	VALPAK
Registration Number:	3113648	VALPAK UNIVERSITY
Registration Number:	2504294	VALPAK.COM
Registration Number:	6441855	VALPAKRX
Registration Number:	6247307	VALPAKRX
Registration Number:	1648295	VALUE-PAK
Registration Number:	2312368	VPOFFICE
Registration Number:	3080040	VALPAK

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Matthew S. Makover
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125527/25
NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	12/12/2023

Total Attachments: 6

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Valpak Direct Marketing Systems, LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Scheduled Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated November 21, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under (a) the all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used, including (without limitation) the Scheduled Trademarks (collectively, the "Trademarks"), together with, among other things, (b) the good-will of the business symbolized by the Trademarks and (c) the applications, registrations, extensions and renewals thereof, (d) all proceeds thereof, (e) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (f) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (g) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor and (h) all other rights, priorities, and privileges accruing thereunder or pertaining thereto (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

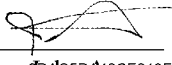
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

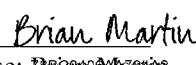
The terms of Sections 12.09, 12.10 and 12.11 of the Financing Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Financing Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2023.

**VALPAK DIRECT MARKETING SYSTEMS,
LLC**

DocuSigned by:

By: _____
Name: John A. Assate
Title: Co-Chairman

DocuSigned by:

By: _____
Name: Brian Martin
Title: Co-Chairman

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Registered Owner	Title	Registration Number	Registration Date	Jurisdiction(s)
Valpak Direct Marketing Systems, LLC	AMERICA'S FAVORITE MAIL	1605872	July 10, 1990	United States
Valpak Direct Marketing Systems, LLC	CONNECTING ADVERTISERS WITH AUDIENCES	2624948	September 24, 2002	United States
Valpak Direct Marketing Systems, LLC	CONNECTING AUDIENCES WITH AUDIENCES	2639531	October 22, 2002	United States
Valpak Direct Marketing Systems, LLC	COUPON U	2936080	March 29, 2005	United States
Valpak Direct Marketing Systems, LLC	COUPON UNIVERSITY	1609381	August 7, 1990	United States
Valpak Direct Marketing Systems, LLC	CU	1716606	September 15, 1992	United States
Val-Pak Direct Marketing Systems, Inc.	NEIGHBORHOOD TRADE AREA	2468841	January 22, 2004	European Union (Community)
Valpak Direct Marketing Systems, Inc.	NEIGHBORHOOD TRADE AREA	UK00902468841	January 22, 2004	United Kingdom
Valpak Direct Marketing Systems, LLC	NEIGHBORHOOD TRADE AREA	1635692	February 19, 1991	United States
Valpak Direct Marketing Systems, LLC	NEIGHBORSNEXT	3636640	June 9, 2009	United States
Valpak Direct Marketing Systems, LLC	NTA	1634955	February 12, 1991	United States
Valpak Direct Marketing Systems, LLC	OPEN THE NEIGHBORHOOD	4835329	October 20, 2015	United States
Valpak Direct Marketing Systems, LLC	OPEN THE NEIGHBORHOOD	4812151	September 15, 2015	United States
Valpak Direct Marketing Systems, LLC	OPINION CONNECTION	4090248	January 24, 2012	United States
Valpak Direct Marketing Systems, LLC	PAK-TRAK	5044753	September 20, 2016	United States

Registered Owner	Title	Registration Number	Registration Date	Jurisdiction(s)
Valpak Direct Marketing Systems, LLC	SAVINGS BEYOND THE ENVELOPE	4302848	March 12, 2013 ⁽¹⁾	United States
Valpak Direct Marketing Systems, LLC	SKULOCAL	5296010	September 26, 2017	United States
Valpak Direct Marketing Systems, LLC	SKULOCAL and design	5296013	September 26, 2017	United States
Valpak Direct Marketing Systems, LLC	SOLO VALUES	1808602	November 30, 1993	United States
Valpak Direct Marketing Systems, LLC	SOLO VALUES	2296207	November 30, 1999	United States
Valpak Direct Marketing Systems, LLC	THE BLUE ENVELOPE	3568390	January 27, 2009	United States
Valpak Direct Marketing Systems, LLC	THE POWER OF THE MAILBOX	2474754	August 7, 2001	United States
Valpak Direct Marketing Systems, LLC	THERE'S SOMETHING IN IT FOR YOU	2358701	June 13, 2000	United States
Valpak Direct Marketing Systems, Inc.	VALPAK	2362796	February 12, 2003	European Union (Community)
Valpak Direct Marketing Systems, LLC	VALPAK	UK00902362796	February 12, 2003	United Kingdom
Valpak Direct Marketing Systems, LLC	VALPAK	2585359	June 25, 2002	United States
Valpak Direct Marketing Systems, LLC	VAL-PAK	A369395	December 15, 1981 ⁽²⁾	Australia
Valpak Direct Marketing Systems, LLC	VAL-PAK	16485	January 5, 1999	European Union (Community)
Valpak Direct Marketing Systems, LLC	VAL-PAK	UK00900016485	January 5, 1999	United Kingdom
Valpak Direct Marketing Systems, LLC	VAL-PAK	1289322	August 7, 1984	United States
Valpak Direct Marketing Systems, LLC	VAL-PAK	2274521	August 31, 1999	United States
Valpak Direct Marketing Systems, LLC	VALPAK and logo on 2017 envelope design in color	6058852	May 19, 2020	United States

Registered Owner	Title	Registration Number	Registration Date	Jurisdiction(s)
Valpak Direct Marketing Systems, LLC	VALPAK UNIVERSITY	3113648	July 11, 2006	United States
Valpak Direct Marketing Systems, LLC	VALPAK.COM	2504294	November 6, 2001 ⁽³⁾	United States
Valpak Direct Marketing Systems, LLC	VALPAKRX	6441855	August 3, 2021	United States
Valpak Direct Marketing Systems, LLC	VALPAKRX	6247307	January 12, 2021	United States
Valpak Direct Marketing Systems, LLC	VALUE-PAK	1648295	June 18, 1991	United States
Valpak Direct Marketing Systems, LLC	VPOFFICE	2312368	January 25, 2000	United States
Valpak Direct Marketing Systems, LLC	VALPAK	3080040	April 11, 2006	United States

- (1) The Section 8 and 9 renewals for this registration was filed on February 28, 2023. An Office Action claiming that the specimen submitted in support of the Section 8 Affidavit is unacceptable was issued on September 13, 2023, and a response for which is due on March 13, 2024.
- (2) This mark has been renewed.
- (3) Renewal of this mark was accepted on October 28, 2022.

Owned by Valpak Direct Marketing Systems, LLC