

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Money Mailer, LLC		04/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77948685	GET MORE OF WHAT YOU WANT	
Registration Number:	4148228	H.O.T! COUPONS	
Registration Number:	3530937	MONEY MAILER	
Registration Number:	3732149	LIKE GETTING MONEY ON YOUR CELL PHONE	
Registration Number:	3539334	A AD BOOKS BY MONEY MAILER	
Registration Number:	3417063	HOT! COUPONS ANYWHERE, ANYTIME. JUST CLI	
Registration Number:	3373999	ADEASE	
Registration Number:	2613673	LIKE GETTING MONEY IN YOUR MAILBOX	
Registration Number:	2278143	HELPING BUSINESSES GET AND KEEP MORE CUS	
Registration Number:	2117628	SMARTZONES	
Registration Number:	1828510	MM MONEY MAILER	
Registration Number:	1215176	MONEY MAILER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek, Project Assistant		
Address Line 1:	111 West Monroe Street		

OP \$315.00 77948685

Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Andrea Gniadek

SIGNATURE: /Michael Barys/

DATE SIGNED: 05/02/2016

Total Attachments: 13

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Money Mailer, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 29, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Antares Capital LP, as Agent

Street Address: 500 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrea Gniadek, Project Assistant

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: _____

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Andrea Gniadek for Chapman and Cutler LLP

April 29, 2016

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MMHC Merger Sub, Inc., a Georgia corporation (the “Initial Borrower”), which will, immediately upon consummation of the Closing Date Acquisition (as defined in the Credit Agreement), be merged with and into Money Mailer Holding Corporation, a Georgia corporation (“MMHC”), with MMHC continuing as the surviving corporation (the “Borrower”), Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien

on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including “intent-to-use” Trademark applications) of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by such Grantor of any right under any Trademark owned by such Grantor, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, to the extent required by the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MONEY MAILER, LLC

as Grantor

By: 

Name: Ryan Garr

Title: Treasurer and Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: _____

Name:

Title: Duly Authorized Signatory

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

TRADEMARK
REEL: 005782 FRAME: 0065

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MONEY MAILER, LLC
as Grantor

By: _____
Name: Ryan Carr
Title: Treasurer and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent


By: _____
Name: *Stephen O'Neil*
Title: Duly Authorized Signatory

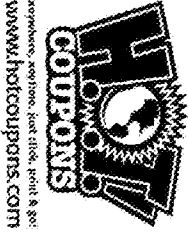
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

U.S. Federal Trademark Registrations

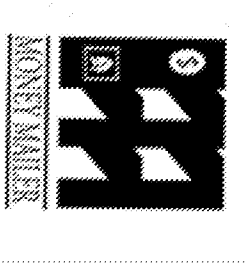
<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
GET MORE OF WHAT YOU WANT	Money Mailer, LLC	3,887,685	07-DEC-2010	77/948,685	02-MAR-2010	INT. CL. 35: Direct mail advertising services for others; advertising agency services; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising agencies	Registered.
H.O.T! COUPONS	Money Mailer, LLC	4,148,228	29-MAY-2012	77/825,315	11-SEP-2009	INT. CL. 35: Promoting the goods and services of others by providing a web site featuring coupons, rebates, links to the retail web sites of others, product information and discount information	Registered.
MONEY MAILER	Money Mailer, LLC	3,530,937	11-NOV-2008	77/461,197	29-APR-2008	INT. CL. 35: Direct mail advertising services for others; advertising agency services; franchising services, namely, offering technical aid and assistance	Registered. 8&15 Affidavits accepted and acknowledge.

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
LIKE GETTING MONEY ON YOUR CELL PHONE	Money Mailer, LLC	3,732,149	29-DEC-2009	77/443,437	08-APR-2008	in the establishment and/or operation of direct mail advertising agencies	Registered. 8&15 Affidavits accepted and acknowledge.
A AD BOOKS BY MONEY MAILER and Design 	Money Mailer, LLC	3,539,334	02-DEC-2008	77/134,303	19-MAR-2007	INT. CL. 9: Computer software for managing and processing advertisements and ordering of marketing and advertising production services by others	Registered. 8&15 Affidavits accepted and acknowledge.
HOT! COUPONS ANYWHERE. ANYTIME. JUST CLICK, PRINT & GO! WWW.HOTCOUPONS.C OM and Design	Money Mailer, LLC	3,417,063	29-APR-2008	77/134,652	19-MAR-2007	INT. CL. 35: Electronic direct mail advertising services for others and advertising agency services	Registered. 8&15 Affidavits accepted and acknowledge.

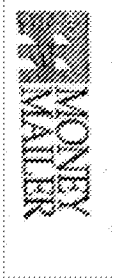
<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
							
ADEASE	Money Mailer, LLC	3,373,999	22-JAN-2008	78745,023	01-NOV-2005	INT. CL. 9: Computer software used to manage the production and ordering of advertisements	Registered. 8&15 Affidavits accepted and acknowledge.
LIKE GETTING MONEY IN YOUR MAILBOX	Money Mailer, LLC	2,613,673	03-SEP-2002	75707,482	17-MAY-1999	INT. CL. 35: Direct mail advertising services for others; advertising agency services; direct marketing services for others; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of cooperative direct mail advertising businesses	Registered and renewed.
HELPING BUSINESSES GET AND KEEP MORE CUSTOMERS	Money Mailer, LLC	2,278,143	14-SEP-1999	75548,039	04-SEP-1998	INT. CL. 35: Direct mail advertising services for others; advertising agency services; direct marketing services for others; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising businesses	Registered and renewed.

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
						and electronic direct marketing agencies.	
SMARTZONES	Money Mailer, LLC	2,117,628	02-DEC-1997	75145,071	05-AUG-1996	INT. CL. 35: Direct mail advertising services for others; advertising agency services; direct marketing services for others; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising businesses and electronic direct marketing agencies.	Registered and renewed.
MONEYMAILER and Design	Money Mailer, LLC	1,828,510	29-MAR-1994	74313,578	14-SEP-1992	INT. CL. 35: Direct mail advertising services for others; advertising agency services; franchising services; namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising agencies	Registered and renewed.
MONEY MAILER and Design	Money Mailer, LLC	1,215,176	02-NOV-1982	73264,433	24-JUL-1980	INT. CL. 35: Direct mail advertising services for others.	Registered and renewed.

Foreign Trademark Registrations

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
(Canada) MONEY MAILER	Money Mailer, LLC	TMAA329404	26-JUN-1987	552831	20-NOV-1985	Direct mail advertising services for others; advertising agency services; rendering technical assistance in the establishment and/or operation of direct mail advertising agencies.	Registered and renewed.
(Mexico) MONEY MAILER and Design 	Money Mailer, LLC	8698866	25-FEB-2005	670653	06-AUG-2004	Int. Cl. 35: Services for commercials at direct mail for third parties; advertising agency services; especially offering than assistance and technical assistance in establishment and operations than advertising agencies into plow than direct mail.	Registered and renewed.
(Brazil) MONEY MAILER	Money Mailer, LLC	8198886637	23-NOV-1999	8198886637	15-APR-1997	Communication services, advertising and advertising. Note explanatory include if in this item services of telegraphy, radio, television, telex, correspondence, journalism etc.	Registered and renewed.
(Chile) MONEY MAILER and	Money Mailer, LLC	790576	20-JUN-2007	756800	27-DEC-2006	Int. Cl. 35: Incl. services for advertisement by direct mail for others; advertising agency services;	Registered.

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
Design 						Franchising services, specially, offering than assistance and technical assistance in establishment and/or operations than agencies for advertisement by direct mail.	
(CTM) MONEY MAILER	Money Mailer, LLC	7208127	05-JUN-2009	7208127	03-SEP-2008	Int. Cl. 35: Direct mail advertising services for others; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising agencies.	Registered
(Japan) MONEY MAILER	Money Mailer, LLC	2357255	29-NOV-1991	H01-010802	01-FEB-1989	Int. Cl. 16: Print, document, photo, photo stand	Registered and renewed.
(Australia) MONEY MAILER	Money Mailer, LLC	503984	01-FEB-1989	503984	01-FEB-1989	Int. Cl. 35: Consultancy services included in this class in relation to direct mail advertising services for others including consultancy services included in this class in relation to the establishment and operation of direct mail advertising agencies	Registered and renewed.

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
<p>(New Zealand) MONNEY MAILLER and Design</p> 	Money Mailer, L.L.C.	266489	19-AUG-1997	266489	30-AUG-1996	Int. Cl. 35: Business management and business administration services including direct mail advertising services for others; advertising agency services; franchising services, namely, offering technical aid and assistance in the establishment and/or operation of direct mail advertising agencies all being services in this class	Registered and renewed.

2. TRADEMARK APPLICATIONS

None.

TRADEMARK

REEL: 005782 FRAME: 0073

RECORDED: 05/02/2016