

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3146189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	12/11/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	VARSITY SPIRIT CORPORATION
<b>Street Address:</b>	6745 LENOX CENTER COURT
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	MEMPHIS
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38115
<b>Name:</b>	BSN SPORTS, INC.
<b>Street Address:</b>	1901 DIPLOMAT DRIVE
<b>City:</b>	FARMERS BRANCH
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75234
<b>Name:</b>	HERFF JONES, INC.
<b>Street Address:</b>	HERFF JONES, INC. EXECUTIVE BUILDING
<b>Internal Address:</b>	4625 WEST 62ND STREET
<b>City:</b>	INDIANAPOLIS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46268-9005
<b>Name:</b>	THE KELLY TOUCH, LLC
<b>Street Address:</b>	110 EAST MAIN STREET
<b>City:</b>	CARMEL
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46032

**PROPERTY NUMBERS Total: 15**

Property Type	Number
Patent Number:	D425686
Patent Number:	5771494
Patent Number:	6029279
Patent Number:	D543488

**PATENT**

Property Type	Number
Patent Number:	D606261
Patent Number:	5456462
Patent Number:	5643139
Patent Number:	5701611
Patent Number:	6141835
Patent Number:	6241631
Patent Number:	6308381
Patent Number:	7168104
Patent Number:	7895781
Application Number:	13837536
Application Number:	13844640

**CORRESPONDENCE DATA**

**Fax Number:** (212)822-5178  
*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:** 212-530-5178  
**Email:** lkass@milbank.com  
**Correspondent Name:** MILBANK, TWEED, HADLEY & MCCLOY  
**Address Line 1:** 1 CHASE MANHATTAN PLAZA  
**Address Line 2:** C/O LAWRENCE KASS  
**Address Line 4:** NEW YORK, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	30045.70600
<b>NAME OF SUBMITTER:</b>	LAWRENCE KASS
<b>SIGNATURE:</b>	/Lawrence Kass/
<b>DATE SIGNED:</b>	12/12/2014

**Total Attachments: 5**  
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**RELEASE OF SECURITY INTEREST IN  
PATENTS**

THIS RELEASE OF SECURITY INTEREST IN PATENTS (the "Release"), is granted and conveyed as of this 11th day of December, 2014, by PNC BANK, NATIONAL ASSOCIATION, as collateral agent (the "Agent") pursuant to the Credit Agreement dated as of June 25, 2013, in favor of Herff Jones, Inc., an Indiana corporation (the "Borrower") and each Guarantor listed on Schedule A attached hereto (collectively, the "Original Guarantors," and together with the Borrower, the "Pledgors").

**WITNESSETH:**

WHEREAS, pursuant to that certain Security Agreement dated as of June 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Pledgors granted to the Agent, for the benefit of the Secured Parties, security interests in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Pledgors executed that certain Patent Security Agreement, dated as of June 25, 2013 (the "Patent Security Agreement"), under which the Pledgors pledged and granted to the Agent for the benefit of the Secured Parties a lien on, and security interest in and to, all of Pledgors' right, title and interest in, to and under the Patent Collateral (the "Security Interest");

WHEREAS, the Patent Security Agreement was filed with the United States Patent and Patent Office ("USPTO") on July 24, 2013 at Reel 030888 Frame 0798, Reel 030888 Frame 0815 and Reel 030888 Frame 0873;

WHEREAS, the Pledgors have requested that the Agent terminate and release its Security Interest in the Patent Collateral identified on Schedule B attached hereto (the "Patent Collateral"); and

WHEREAS, the Pledgors have satisfied and fulfilled all of their Secured Obligations to warrant the release of the Agent's Security Interests in the Specified Patent Collateral, and the parties seek to make record of the Agent's release to the Pledgors of any and all of its Security Interests in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "Patent Collateral," as used herein, shall mean all patents and patent applications (whether issued or applied for in the United States or any other country, multi-national registry, or any political subdivision thereof), including those listed on Schedule B attached hereto, together with any and all (a) inventions and improvements described and claimed therein, (b) reissues, substitutes, divisions, continuations, continuations in part, renewals, extensions and reexaminations thereof, (c) rights and privileges arising under applicable Legal Requirements with respect to any of the foregoing, (d) rights to sue or otherwise recover for any past, present or future infringements or other violations thereof, (e) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages, claims and payments for any past, present or future infringements or other

violations thereof, and (f) other rights accruing thereunder or pertaining thereto throughout the world.

2. Release of Security Interests. The Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, discharges and releases to the Pledgors the Security Interests in the Patent Collateral, and any right, title or interest of the Agent, the Secured Parties, their successors, legal representatives and assigns, in such Patent Collateral shall hereby cease and become void.

3. Recordation. The Agent hereby authorizes the Pledgors, or the Pledgors' authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Security Interest of the Agent in the Patent Collateral.

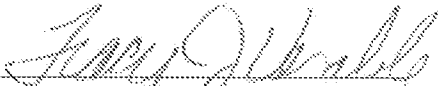
4. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Pledgors may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Pledgors and the cost and expense of such documents and actions shall be borne solely by Pledgors.

5. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION  
as Collateral Agent

By:   
Name: Tracy J. Venable  
Title: Senior Vice President

[Signature Page to Release of Security Interest in Patents]

**PATENT**  
**REEL: 034501 FRAME: 0589**

**Schedule A**  
**Original Guarantors**

<b>NAME</b>	<b>ADDRESS</b>
Varsity Spirit Corporation	Tennessee
BSN SPORTS, Inc.	Delaware
Herff Jones, Inc.	Indiana
The Kelly Touch, LLC	Indiana

**Schedule B****Patents**

<b>Owner</b>	<b>Patent Title</b>	<b>Application Number Application Date</b>	<b>Grant Number Issue Date</b>	<b>Status</b>
Varsity Spirit Corporation	CHEERLEADING SKIRT WITH DECORATIVE CUTOUTS	29077722 10/7/1997	D425686 5/30/2000	GRANTED
Varsity Spirit Corporation	PLEATED CHEERLEADING SKIRT	08846626 4/30/1997	5771494 6/30/1998	GRANTED
Varsity Spirit Corporation	PLEATED CHEERLEADER SKIRT	09106829 6/29/1998	6029279 2/29/2000	GRANTED
BSN Sports, Inc.	BELT BUCKLE FOR USE WITH ATHLETIC GEAR	29236592 8/18/2005	D543488 5/29/2007	GRANTED
BSN Sports, Inc.	SHOULDER PADS FOR FOOTBALL	29308665 6/30/2008	D606261 12/15/009	GRANTED
BSN Sports, Inc.	FLAG FOOTBALL DEVICE	08285453 8/3/1994	5456462 10/10/1995	GRANTED
BSN Sports, Inc.	CONTOURED LANDING SURFACE SYSTEM AND METHOD OF MAKING THEREOF	08631035 6/1/1995	5643139 7/1/1997	GRANTED
BSN Sports, Inc.	PROTECTIVE PAD CONSTRUCTION	08567547 12/5/1995	5701611 12/30/1997	GRANTED
BSN Sports, Inc.	ADJUSTABLE BELT BUCKLES	09223786 12/31/1998	6141835 11/7/2000	GRANTED
BSN Sports, Inc.	FLAG FOOTBALL DEVICE AND COUPLING THEREFOR	09223833 12/31/1998	6241631 6/5/2001	GRANTED
BSN Sports, Inc.	ADJUSTABLE BELT BUCKLES	09598295 6/21/2000	6308381 10/30/2001	GRANTED
BSN Sports, Inc.	FOOTBALL SHOULDER PADS	10692437 10/23/2003	7168104 1/30/2007	GRANTED
BSN Sports, Inc.	INDICIA DISPLAY DEVICE	12383097 3/19/2009	7895781 3/1/2011	GRANTED
The Kelly Touch LLC	INTERACTIVE KIOSK SYSTEM AND METHOD FOR REWARDS BASED EDUCATION	13837536 3/15/2013	---	PENDING
The Kelly Touch LLC	INTERACTIVE SYSTEM AND METHOD FOR TEACHER EVALUATION	13844640 3/15/2013	---	PENDING