

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7864114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSTENS, INC.	03/22/2023
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	101 NORTH TRYON STREET, 5TH FLOOR
Internal Address:	MAC LEGAL DEPT. NC1-001-05-45
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D906155
Application Number:	17118812
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	SOPHIE BOLT
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	03/24/2023
Total Attachments: 5	
source=Jostens - Second Lien Patent Security Agreement [COVER SHEET]#page1.tif	
source=Jostens - Second Lien Patent Security Agreement [COVER SHEET]#page2.tif	
source=Jostens - Second Lien Patent Security Agreement [COVER SHEET]#page3.tif	
source=Jostens - Second Lien Patent Security Agreement [COVER SHEET]#page4.tif	

RECORDATION FORM COVER SHEET PATENTS 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)

JOSTENS, INC.

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A., as collateral agent

Internal Address: MAC Legal Dept.

NC1-001-05-45

Street Address: 101 North Tryon Street, 5th Floor

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

Additional name(s) of conveying party(ies) attached? Yes No

Additional name(s) & address(es) attached? Yes No

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

Execution Date(s) March 22, 2023

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other Second Lien Intellectual Property Security Agreement

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

See Schedule 1

B. Patent No.(s)

See Schedule 1

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: 08061.2430

Email Address: SBolt@cahill.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature: Sophie Bolt

Digitally signed by: Sophie Bolt
DN: CN = Sophie Bolt email = sbolt@cahill.com C = US O = Cahill LLP
Date: 2023.03.23 16:11:45 -0400

March 23, 2023

Signature

Date

Sophie Bolt

Name of Person Signing

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

5

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

SECOND LIEN PATENT SECURITY AGREEMENT

SECOND LIEN PATENT SECURITY AGREEMENT, dated as of March 22, 2023, made by the undersigned grantor (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of December 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Second Lien Patent Security Agreement (this "Patent Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Patents of such Grantor listed on Schedule I attached hereto (other than Excluded Collateral); and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

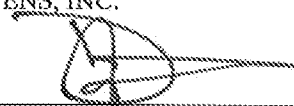
SECTION 7. Intercreditor Agreement. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

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

Very truly yours,

IOSTENS, INC.

By:  _____

Name: David Huls

Title: Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Christine Trotter

Name: Christine Trotter

Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
Jostens, Inc.	D906,155	RING

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
Jostens, Inc.	17/118,812	SYSTEM FOR MANAGING EXPLORATION AND CONSUMPTION OF DIGITAL CONTENT IN CONNECTION WITH A PHYSICAL ARTICLE