### 900305706

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM321672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		09/23/2014	NATIONAL BANKING ASSOCIATION: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Herff Jones, Inc.	
Street Address:	4501 W. 62ND STREET	
City:	Indianapolis	
State/Country:	INDIANA	
Postal Code:	46268	
Entity Type:	CORPORATION: INDIANA	

### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	73514450	HEIRLOOM
Serial Number:	78207919	SCAN GLOBE
Serial Number:	77314772	STARSHIP EARTH
Serial Number:	72368495	GLOBEMASTER
Serial Number:	77889846	INTELLIGLOBE
Serial Number:	72368493	REPLOGLE
Serial Number:	78092568	WONDER GLOBE
Registration Number:	3776233	STRATALOGICA
Registration Number:	2215368	EXPLORING WHERE & WHY
Registration Number:	4278748	OWN IT!
Registration Number:	4278749	OWN IT!

## CORRESPONDENCE DATA

**Fax Number:** 3172317433

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: 317-236-1313 Email: dwong@btlaw.com **Correspondent Name:** David A. W. Wong Address Line 1: 11 S. Meridian St.

**TRADEMARK** 

REEL: 005390 FRAME: 0963 900305706

Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	2799-254		
NAME OF SUBMITTER:	David A. W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	10/30/2014		
Total Attachments: 4			

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> TRADEMARK REEL: 005390 FRAME: 0964

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this  $\Im$  day of September, 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 "Obligor").

### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of June 25, 2013 (the "Security Agreement"), the Obligor granted to the Agent, for the benefit of the Secured Parties, security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

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

WHEREAS, the Trademark Security Agreement was filed with the United States Patent and Trademark Office ("USPTO") on July 24, 2013 at Reel 5076 Frame 0249;

WHEREAS, the Obligor has requested that the Agent terminate and release its Security Interest in certain Trademark Collateral identified on <u>Schedule A</u> attached hereto (the "<u>Specified Trademark Collateral</u>"); and

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

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

- 1. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "<u>Trademark Collateral</u>," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the Trademarks, Trademark registrations, and Trademark applications listed on <u>Schedule A</u> hereto; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any Trademark, Trademark registration, or Trademark application listed on <u>Schedule A</u> hereto or by reason of injury to the goodwill associated with any such Trademark, Trademark registration, or Trademark application, in each case together with the right to sue for and collect said damages.
- 2. <u>Release of Security Interests</u>. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Specified Trademark Collateral, and any right, title or interest of the Agent in such Specified Trademark Collateral shall hereby cease and become void.

Release of Security Interest in Trademarks

TRADEMARK REEL: 005390 FRAME: 0965 3. <u>Recordation</u>. The Agent hereby authorizes the Obligor, or the Obligor's 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 Trademark Collateral.

[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 ASSOCATION as Collateral Agent

Name:

[Signature Page to Release of Security Interest in Trademarks]

Release of Security Interest in Trademarks

Signature Page

# Schedule A

		Serial or
Trademark Name	Country Name	Registration Number
HEIRLOON	United States of America	73/514450
SCAN GLOBE	United States of America	78/207919
SCAN GLOBE	European Community	003028230
STARSHIP EARTH	United States of America	77/314772
STARSHIP EARTH	European Community	006828529
STARSHIP EARTH	Australia	1235124
STARSHIP EARTH	Japan	2008-032778
GLOBEMASTER	United States of America	72/368495
INTELLIGLOBE	United States of America	77/889846
INTELLIGLOBE	European Community	009082207
REPLOGLE	United States of America	72/368493
REPLOGLE	Chile	9131659
REPLOGLE	China (People's Republic)	2001020145
REPLOGLE	European Community	2900165
REPLOGLE	Japan	132442
REPLOGLE	Mexico	299601
REPLOGLE	Thailand	494940
REPLOGLE (Japanese	Japan	132443
Characters		
WONDER GLOBE	United States of America	78/092568
WONDER GLOBE	European Community	2692127
WONDER GLOBE	Thailand	494941
STRATALOGICA	Canada	871166
STRATALOGICA	India	2098342
STRATALOGICA	United States of America	3776233
STRATALOGICA	European Community	9724634
EXPLORING WHERE &	Canada	712378
WHY		
EXPLORING WHERE &	Australia	747715
WHY		
EXPLORING WHERE &	United States of America	2215368
WHY		
EXPLORING WHERE &	South Africa	97/16744
WHY		
EXPLORING WHERE AND	United Kingdom	2178938
WHY & Design		
OWN IT!	United States of America	4278748
OWN IT! (Design plus	United States of America	4278749
words)		

Release of Security Interest in Trademarks 1476142v1

**RECORDED: 10/30/2014** 

Exhibit A

TRADEMARK REEL: 005390 FRAME: 0968