

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454816

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLDMAN SACHS BANK USA		12/15/2017	ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLGOODS LLC		
<b>Street Address:</b>	912 113TH ST		
<b>City:</b>	ARLINGTON		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86663939		
<b>Serial Number:</b>	86797919		
<b>Serial Number:</b>	86792787	FAN CLOTH	
<b>Serial Number:</b>	86792781	FAN CLOTH	
<b>Serial Number:</b>	86663951	ACRUX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	40767.172 2016 Accession		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	12/15/2017		

CH \$140.00 86663939

**Total Attachments: 4**

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## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of December 15, 2017, is made by Goldman Sachs Bank USA as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of the Grantors (as defined below). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, "Marks" shall have the meaning assigned to such term in the Trademark Security Grant (as defined below) and shall include, without limitation, those trademark registrations and trademark applications listed on Schedule 1 attached hereto.

**WHEREAS**, pursuant to that (i) certain Pledge and Security Agreement, dated as of December 11, 2014 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") by and among Hercules Achievement, Inc., a Delaware corporation (the "Herff Jones Borrower"), Varsity Brands Holding Co., Inc., an Indiana corporation (the "Varsity Borrower" and together with Herff Jones Borrower, the "Borrowers"), and the guarantors party thereto from time to time (the "Guarantors"), as Grantors, assignors and debtors (the Borrowers, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors," and each, a "Grantor") and the Collateral Agent and (ii) certain Grant of Security Interest in United States Trademarks, dated as of February 5, 2016 (the "Trademark Security Grant") executed by the Grantors in favor of the Collateral Agent, the Grantors pledged and granted to the Collateral Agent a security interest in and continuing lien on all of the Grantors' right, title and interest in, to and under the Marks;

**WHEREAS**, the security interest in the Marks pledged and granted by the Grantors to the Collateral Agent under the Trademark Security Grant was recorded at the United States Patent and Trademark Office on March 15, 2016, at Reel 5751 and Frame 0193; and

**WHEREAS**, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Marks.

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantors secured by the Marks pursuant to the Security Agreement and the Trademark Security Grant, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantors' right, title and interest in, to and under the Marks, including all goodwill associated with the Marks, and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Marks to each Grantor, as applicable.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION 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.

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**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By: 

Name:

Title:

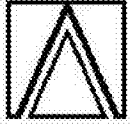



Douglas Tarsey  
Authorized Signatory

[Varsity --- Termination of Security Interest in Trademarks (2016 Accession)]

**TRADEMARK**  
**REEL: 006230 FRAME: 0598**

**Schedule 1**  
**to**  
**Termination of Security Interests in Trademarks**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	Registration Number/Date	Title/Image
allgoods llc	86/663,939 06/16/2015	 [DESIGN ONLY]
allgoods llc	86/797,919 10/23/2015	 [DESIGN ONLY]
allgoods llc	86/792,787 10/20/2015	FAN CLOTH
allgoods llc	86/792,781 10/20/2015	 FAN CLOTH
allgoods llc	86/663,951 06/16/2015	 ACRUX