

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM454818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA		12/15/2017	ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	HERFF JONES, LLC		
Street Address:	4625 WEST 62ND STREET		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46268		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	3716062	ACADEMIC E PRESS	
Registration Number:	3673885	ACADEMICEXPRESS	
Registration Number:	1233483	ASTRA-DYNALITE	
Registration Number:	1229592	ASTRALITE	
Registration Number:	1055521	BALE	
Registration Number:	4669883	BELIEVE IN YOU	
Registration Number:	3655147	BELIEVE IN U	
Registration Number:	1407634	BPA	
Registration Number:	2655144	CHURCHWEAR	
Registration Number:	0903047	COLLEGIATE	
Registration Number:	0901233	COLLEGIATE	
Registration Number:	2524984	COLLEGIATE APPAREL	
Registration Number:	2417646	CONTESSA	
Registration Number:	4350425	CREATING A CLIMATE OF ACHIEVEMENT	
Registration Number:	3399738	CRIMSON GOLD	
Registration Number:	3364926	DAMASCENE	
Registration Number:	4603432	DIPLOMA EZ PRINT	
Registration Number:	3638503	ECO-FRIENDLY FRAMING SUCCESS PROUDLY PUR	
Registration Number:	3769190	EXTREME AURISTA	
TRADEMARK			

CH \$1340.00 3716062

Property Type	Number	Word Mark
Registration Number:	3255098	EXTREME SILVER
Registration Number:	2700106	FIRST & FINEST IN ACHIEVEMENT FRAMING
Registration Number:	2677964	FRAMING SUCCESS
Registration Number:	2674961	FRAMING SUCCESS
Registration Number:	1711594	FRESHMAN RECORD
Registration Number:	1271361	FRESHMAN REGISTER
Registration Number:	1838081	GOLDNET
Registration Number:	1837227	HERFF JONES
Registration Number:	1839684	HERFF JONES
Registration Number:	1837226	HERFF JONES
Registration Number:	1837393	HERFF JONES
Registration Number:	1247648	HERFF JONES
Registration Number:	1837133	HJ
Registration Number:	1837362	HJ
Registration Number:	1836766	HJ
Registration Number:	1837089	HJ
Registration Number:	1222531	HJ
Registration Number:	1268584	HJ ULT
Registration Number:	3678703	IMAGEIN
Registration Number:	2467293	NEW STUDENT RECORD
Registration Number:	2456822	OUR YEAR
Registration Number:	4488888	STITCH
Registration Number:	3855301	STRAIGHT UP GET HOME SAFELY
Registration Number:	2912608	TEAM TIME
Registration Number:	2933763	TEAM TIME
Registration Number:	4060746	THE EXTREME COLLECTION
Registration Number:	2732157	THE RECORD PROGRAMS
Registration Number:	3482176	THIN MAN
Registration Number:	1033810	ULTRIUM
Registration Number:	3728342	WE SPEAK YEARBOOK
Registration Number:	3728341	WE SPEAK YEARBOOK
Registration Number:	2425319	WHERE ACHIEVEMENT IS RECOGNIZED
Registration Number:	3187282	YOUR PARTNER IN SUCCESS
Registration Number:	2400755	YOUR SUCCESS DESERVES THE BEST

CORRESPONDENCE DATA

Fax Number: 3105572193

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.

TRADEMARK

REEL: 006230 FRAME: 0606

Phone: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	40767.172 Closing Date
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	12/15/2017
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Total Attachments: 7

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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 December 11, 2014 (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 December 19, 2014, at Reel 5423 and Frame 0473; 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 Tansey
Authorized Signatory

[Varsity – Termination of Security Interest in Trademarks (Closing Date)]







TRADEMARK
REEL: 006230 FRAME: 0610

Schedule 1
to
Termination of Security Interests in Trademarks

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Registration Number/Date	Title/Image
Herff Jones, LLC	3716062 11/24/2009	ACADEMIC E PRESS 
Herff Jones, LLC	3673885 8/25/2009	ACADEMICEXPRESS
Herff Jones, LLC	1233483 4/5/1983	ASTRA-DYNALITE
Herff Jones, LLC	1229592 3/8/1983	ASTRALITE
Herff Jones, LLC	1055521 1/4/1977	BALE
Herff Jones, LLC	4669883 1/13/2015	BELIEVE IN U
Herff Jones, LLC	3655147 7/14/2009	BELIEVE IN U 
Herff Jones, LLC	1678630 (Canada)	BELIEVE IN U 
Herff Jones, LLC	1678640 (Canada)	BELIEVE IN U
Herff Jones, LLC	1407634 9/2/1986	BPA
Herff Jones, LLC	2655144 11/26/2002	CHURCHWEAR 
Herff Jones, LLC	903047 11/24/1970	COLLEGIATE 
Herff Jones, LLC	901233 10/20/1970	COLLEGIATE
Herff Jones, LLC	2524984 1/1/2002	COLLEGIATE APPAREL
Herff Jones, LLC	2417646 01/02/2001	CONTESSA

Herff Jones, LLC	4350425 6/11/2013	CREATING A CLIMATE OF ACHIEVEMENT
Herff Jones, LLC	3399738 3/18/2008	CRIMSON GOLD
Herff Jones, LLC	3364926 01/08/2008	DAMASCENE
Herff Jones, LLC	4603432 9/9/2014	DIPLOMA EZ PRINT
Herff Jones, LLC	3638503 6/16/2009	ECO-FRIENDLY FRAMING SUCCESS PROUDLY PURCHASES CERTIFIED WOOD FROM WELL-MANAGED FORESTS 
Herff Jones, LLC	3769190 3/30/2010	EXTREME AURISTA
Herff Jones, LLC	3255098 6/26/2007	EXTREME SILVER
Herff Jones, LLC	2700106 3/25/2003	FIRST & FINEST IN ACHIEVEMENT FRAMING
Herff Jones, LLC	2677964 1/21/2003	FRAMING SUCCESS 
Herff Jones, LLC	2674961 1/14/2003	FRAMING SUCCESS
Herff Jones, LLC	1135210 (Mexico)	FRAMING SUCCESS
Herff Jones, LLC	1711594 9/1/1992	FRESHMAN RECORD
Herff Jones, LLC	1271361 3/20/1984	FRESHMAN REGISTER
Herff Jones, LLC	1838081 5/31/1994	GOLDNET
Herff Jones, LLC	475301 (Canada) 4/28/1997	HERFF JONES
Herff Jones, LLC	1837227 5/17/1994	HERFF JONES
Herff Jones, LLC	1839684 6/14/1994	HERFF JONES
Herff Jones, LLC	1837226 5/17/1994	HERFF JONES
Herff Jones, LLC	1837393 5/24/1994	HERFF JONES
Herff Jones, LLC	1247648 8/9/1983	HERFF JONES

Herff Jones, LLC	1837133 5/17/1994	HJ 
Herff Jones, LLC	1837362 5/24/1994	HJ 
Herff Jones, LLC	1836766 5/17/1993	HJ 
Herff Jones, LLC	1837089 5/17/1994	HJ 
Herff Jones, LLC	450615 (Canada) 11/24/1995	HJ 
Herff Jones, LLC	399026 (Canada) 6/12/1992	HJ
Herff Jones, LLC	1836766 5/17/1994	HJ
Herff Jones, LLC	1222531 1/4/1983	HJ
Herff Jones, LLC	1268584 2/28/1984	HJ ULT
Herff Jones, LLC	3678703 9/8/2009	IMAGEIN
Herff Jones, LLC	750857 (Canada) 10/22/2009	IMAGEIN
Herff Jones, LLC	2467293 7/10/2001	NEW STUDENT RECORD
Herff Jones, LLC	2456822 6/5/2001	OUR YEAR
Herff Jones, LLC	1559404 (Canada)	STITCH
Herff Jones, LLC	4488888 2/25/2014	STITCH
Herff Jones, LLC	3855301 10/5/2010	STRAIGHT UP GET HOME SAFELY 
Herff Jones, LLC	2912608 12/21/2004	TEAM TIME
Herff Jones, LLC	2933763 3/15/2005	TEAM TIME
Herff Jones, LLC	4060746 11/22/2011	THE EXTREME COLLECTION
Herff Jones, LLC	2732157 7/1/2003	THE RECORD PROGRAMS
Herff Jones, LLC	3482176 8/5/2008	THIN MAN

Herff Jones, LLC	1033810 2/17/1976	ULTRIUM
Herff Jones, LLC	3728342 12/22/2009	WE SPEAK YEARBOOK
Herff Jones, LLC	3728341 12/22/2009	WE SPEAK YEARBOOK
Herff Jones, LLC	776853 (Canada) 9/13/2010	WE SPEAK YEARBOOK
Herff Jones, LLC	776901 (Canada) 9/13/2010	WE SPEAK YEARBOOK
Herff Jones, LLC	926107 (Mexico) 3/28/2006	WHERE ACHIEVEMENT IS RECOGNIZED
Herff Jones, LLC	2425319 1/30/2001	WHERE ACHIEVEMENT IS RECOGNIZED
Herff Jones, LLC	3187282 12/19/2006	YOUR PARTNER IN SUCCESS
Herff Jones, LLC	2400755 10/31/2000	YOUR SUCCESS DESERVES THE BEST
Herff Jones, LLC	926106 (Mexico) 3/28/2006	YOUR SUCCESS DESERVES THE BEST