

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505375

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6316/0163		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Bank USA		01/10/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSN Sports, LLC		
<b>Street Address:</b>	1901 Diplomat Drive		
<b>City:</b>	Farmers Branch		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4175420	TRANSFERMAGIC	
<b>Registration Number:</b>	4175419	TRANSFERMAGIC.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N. LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	31500-1251-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	01/10/2019		
<b>Total Attachments: 3</b>			
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**PARTIAL RELEASE OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Release") is made as of January 10, 2019 (the "Effective Date"), by Goldman Sachs Bank USA, in its capacity as administrative and collateral agent (the "Agent"), in favor of allgoods LLC, Herff Jones, LLC, Varsity Brands, LLC, Varsity Spirit LLC, BSNSports, LLC, Varsity Spirit Fashions & Supplies, LLC and American Cheerleader Media, LLC (collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain Grant of Security Interest in United States Trademarks, dated as of dated March 29, 2018, by the Grantors in favor of the Agent (the "Security Agreement"), the Grantors pledged and granted to the Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Marks of the Grantors, including those trademarks specifically listed on Schedule I hereto (the trademarks identified on Schedule I hereto, the "Released Trademarks");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 30, 2018 at Reel 6316, Frame 0163; and

**WHEREAS**, the Agent wishes to terminate and release its lien on and security interest in and to the Released Trademarks and reassign and retransfer to the Grantors all of the Agent's rights, title and interest in and to the Released Trademarks.

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

The Agent hereby terminates and releases its security interest in and to the Released Trademarks and all rights, title and interest in such Released Trademarks previously assigned to Agent under the Security Agreement is hereby reassigned to the Grantors, as applicable, without representation or warranty of any kind, nature or description.

Nothing contained in this Release shall constitute or be construed as a termination, release, retransfer or reassignment by Agent of any security interest, or any other right, title and interest, the Agent may have in any Marks (other than the Released Trademarks as set forth herein) or any other collateral described in the Security Agreement or otherwise, all of which shall continue in full force and effect.

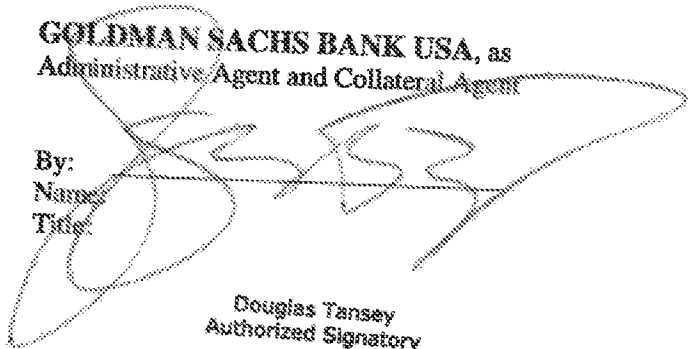
This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

*[Signature page to follow]*

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

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

By:  
Name:  
Title:



Douglas Tansey  
Authorized Signatory

[Signature Page to Release of Security Interest in United States Trademarks]

**SCHEDULE I**

**Released Trademarks**

<b>Grantor</b>	<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
BSN SPORTS, LLC	4175420	7/17/2012	TRANSFERMAGIC
BSN SPORTS, LLC	4175419	7/17/2012	TRANSFERMAGIC.COM