

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	2nd LIEN PARTIAL RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		10/02/2023	Corporation: MARYLAND
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: 2			
Property Type	Number	Word Mark	
Registration Number:	5469316	HJ	
Registration Number:	5630603	HJ JOURNEY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Ke Yang Xia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40767.172		
NAME OF SUBMITTER:	Ke Yang Xia		
SIGNATURE:	/Ke Yang Xia/		
DATE SIGNED:	10/13/2023		
Total Attachments: 5			
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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 October 2, 2023 (the "Effective Date"), by Ares Capital Corporation, in its capacity as administrative and collateral agent (the "Agent"), in favor of Herff Jones, LLC (the "Grantor"). 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 by the Grantor in favor of the Agent (the "Security Agreement"), the Grantor 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 Grantor including those trademarks specifically listed on Schedule I hereto (the trademarks identified on Schedule I hereto, the "Released Trademarks");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on December 16, 2017 at Reel 6230, Frame 0729; 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 Grantor all of the Agent's right, 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 any and all security interest that it has in any and all right, title, and interest of the Grantor, and hereby irrevocably reassigns and retransfers to the Grantor any all right, title and interest that it may have, in, to and under the following:

- (a) the Released Trademarks, together with the goodwill of the business symbolized by each of the Released Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Released Trademarks ;
- (b) all rights and privileges arising under applicable law with respect to the Grantor's use of any trademarks, tradenames, trade dress and service marks;
- (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Released Trademarks;
- (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;
- (e) the right to sue for past, present and future infringements thereof;
- (f) all rights corresponding thereto;
- (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by the Grantor against third parties for past or future infringement of the Released Trademarks; and

(h) all causes of action arising prior to or after the date hereof for unfair competition regarding the Released Trademarks.

Nothing contained in this Release shall be construed as a termination, release, retransfer or reassignment of any security interest, if any, or any right, title and interest which the Agent may have to any other collateral described in the Security Agreement or otherwise.

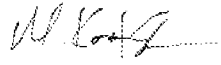
Agent agrees to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including with limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release at Grantor's sole expense.

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:

ARES CAPITAL CORPORATION, as
Administrative Agent and Collateral Agent



By: 
Name: M. Kort Schnabel
Title: Authorized Signatory







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

TRADEMARK
REEL: 008227 FRAME: 0301

SCHEDULE I

Released Trademarks

Mark	Registration Number Registration Date	Jurisdiction	Grantor
LOGOART	3569091 2/3/2009	U.S.	HERFF JONES, INC.
ULTRIUM	1033810 2/17/1976	U.S.	HERFF JONES, INC.
ACADEMIC EXPRESS 	3716062 11/24/2009	U.S.	HERFF JONES, LLC
ACADEMICEXPRESS	3673885 8/25/2009	U.S.	HERFF JONES, LLC
BALE	1055521 1/4/1977	U.S.	HERFF JONES, LLC
BPA	1407634 9/2/1986	U.S.	HERFF JONES, LLC
CRIMSON GOLD	3399738 3/18/2008	U.S.	HERFF JONES, LLC
DIPLOMA EZ PRINT	4603432 9/9/2014	U.S.	HERFF JONES, LLC
EXTREME AURISTA	3769190 3/30/2010	U.S.	HERFF JONES, LLC
EXTREME SILVER	3255098 6/26/2007	U.S.	HERFF JONES, LLC
FIRST & FINEST IN ACHIEVEMENT FRAMING	2700106 3/25/2003	U.S.	HERFF JONES, LLC
FRAMING SUCCESS 	2677964 1/21/2003	U.S.	HERFF JONES, LLC
FRAMING SUCCESS	2674961 1/14/2003	U.S.	HERFF JONES, LLC
HERFF JONES	1837227 5/17/1994	U.S.	HERFF JONES, LLC

HERFF JONES	1839684 6/14/1994	U.S.	HERFF JONES, LLC
HERFF JONES	1837393 5/24/1994	U.S.	HERFF JONES, LLC
HERFF JONES	1247648 8/9/1983	U.S.	HERFF JONES, LLC
HJ 	1837133 5/17/1994	U.S.	HERFF JONES, LLC
HJ 	1837362 5/24/1994	U.S.	HERFF JONES, LLC
HJ 	1836766 5/17/1993	U.S.	HERFF JONES, LLC
HJ 	1837089 5/17/1994	U.S.	HERFF JONES, LLC
HJ	1222531 1/4/1983	U.S.	HERFF JONES, LLC
HJ (Stylized) 	4689962 2/17/2015	U.S.	HERFF JONES, LLC
HJ (Stylized) 	5469316 5/15/2018	U.S.	HERFF JONES, LLC
HJ JOURNEY	5630603 12/18/2018	U.S.	HERFF JONES, LLC
HJ ULT	1268584 2/28/1984	U.S.	HERFF JONES, LLC
YOUR SUCCESS DE- SERVES THE BEST	2400755 10/31/2000	U.S.	HERFF JONES, LLC