

05-10-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼



102084984

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fleet Capital Corporation,
successor agent to Fleet National Bank

4.24.02

- Individual(s)
- General Partnership
- Corporation-State Rhode Island
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Agreement
- Merger
- Change of Name

Execution Date: February 28, 2002

2. Name and address of receiving party(ies)

Name: The Herff Jones Company of Indiana, Inc.

Internal Address: _____

Address: _____

Street Address: 4625 West 62nd Street

City: Indianapolis State: IN Zip: 46268

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Indiana
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeannie G. Sears

Internal Address: Bingham Dana LLP

Street Address: 399 Park Avenue

05/10/2002 TBIAZ1 00000024 740613

01 FC:481
02 FC:482

40.00 OP
950.00 OP

City: New York State: NY Zip: 0022-4689

6. Total number of applications and registrations involved: _____

39

7. Total fee (37 CFR 3.41).....\$ 990.00

- Enclosed
- Authorized to be charged to deposit account _____

8. Deposit account number:

500927

OFFICE OF PUBLIC RECORDS
APR 24 PM 1:26
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Jeannie G. Sears

Name of Person Signing

Jeannie Sears
Signature

March 28, 2002
Date

10

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SENT VIA U.S. POST OFFICE EXPRESS MAIL ON APRIL 24, 2002, EXPRESS MAIL NUMBER EL 954212285 US.

TRADEMARK
REEL: 002502 FRAME: 0301

Exhibit A

Trademarks and Trademark Registrations

| <u>Trademark or Service Mark</u> | <u>U.S. Registration No.</u> |
|----------------------------------|------------------------------|
| BALE AND DESIGN | 740,613 |
| EYE GATE | 882,161 |
| CA CAMERA ART | 884,670 |
| COLLEGIATE | 901,233 |
| COLLEGIATE (STYLIZED) | 903,047 |
| CAMERA ART | 930,539 |
| ULTRIUM | 1,033,810 |
| BALE | 1,055,521 |
| BALE AND DESIGN | 1,062,741 |
| EGM | 1,151,007 |
| HJ | 1,222,531 |
| ASTRALITE | 1,229,592 |
| ASTRA-DYNALITE | 1,233,483 |
| HERFF JONES | 1,247,648 |
| ICP INTER-COLLEGIATE PRESS | 1,261,687 |
| ICP (Stylized) | 1,262,334 |
| HJ ULT | 1,268,584 |
| FRESHMAN REGISTER | 1,271,361 |
| MEGABRYTE | 1,353,784 |
| CROPSTIX | 1,619,829 |
| REUNION RECORD | 1,676,741 |
| THE FRESHMAN RECORD | 1,711,594 |
| HJ (STYLIZED) | 1,833,014 |
| HJ (STYLIZED) | 1,836,766 |
| HJ STYLIZED | 1,837,089 |
| HJ (STYLIZED) | 1,837,133 |
| HERFF JONES | 1,837,226 |
| HERFF JONES | 1,837,227 |
| HJ (STYLIZED) | 1,837,362 |
| HERFF JONES | 1,837,393 |
| HERFF JONES | 1,839,293 |
| HERFF JONES | 1,839,684 |
| HERFF JONES | 1,846,715 |
| PAK | 2,025,419 |
| PAGEMASTER | 2,030,023 |
| DELAVISION | 2,066,494 |
| IMAGEMASTER | 2,093,760 |
| IMAGEPAK | 2,215,368 |
| EXPLORING WHERE & WHY | 2,527,978 |
| COLLEGIATE FRAME AND DESIGN | |

**TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTEREST IN TRADEMARKS**

TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of February 28 2002, by **FLEET CAPITAL CORPORATION**, successor agent to Fleet National Bank (formerly known as BankBoston, N.A.) (in such capacity, the "Agent"), for itself and certain other lenders party to the Credit Agreement referred to below.

WHEREAS, The Herff Jones Company of Indiana, Inc., an Indiana corporation (the "Company"), and the Agent, on behalf of itself and the Lenders (as defined below), entered into a Trademark Collateral Security and Pledge Agreement, dated as of August 22, 1995, which was recorded with the United States Patent and Trademark Office on or about August 31, 1995 at Reel _____, Frame _____, and as amended by the Amendment No. 1 to Trademark Collateral Security and Pledge Agreement, dated as of May 6, 1999, which was recorded with the United States Patent and Trademark Office on or about May 10, 1999 at Reel _____, Frame _____ (and as further amended, supplemented and in effect, the "Trademark Agreement"), for the purpose of securing the Company's guaranty of certain obligations of Herff Jones, Inc., an Indiana corporation (the "Borrower") under the Revolving Credit and Term Loan Agreement, dated as of August 22, 1995 and amended and restated as of May 6, 1999 (as further amended and in effect, the "Credit Agreement") by and among the Borrower, the Agent and certain other lenders (the "Lenders"); and

WHEREAS, pursuant to the Trademark Agreement, the Company granted to the Agent a continuing security interest in and lien on, and collaterally assigned to the Agent, for the benefit of itself and the Lenders, all of its Pledged Trademarks (as defined therein), including without limitation, those listed on Exhibit A attached hereto (the "Named Trademarks"); and

WHEREAS, pursuant to the terms of Section 7.3 of the Credit Agreement the Agent, on behalf of itself and the Lenders, has agreed (a) that the Trademark Agreement be terminated and any obligations of the Company thereunder be of no further force and effect and (b) to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

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

1. **Termination of Agreement.** The Trademark Agreement is hereby terminated and cancelled in its entirety, and is and shall be of no further force, effect or validity.
2. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and lien on each of the Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of its right, title and interest in and to each of the Named Trademarks, effective as of the date set forth above.

3. **Acknowledgment by Agent.** The Agent hereby acknowledges and confirms that (a) the Amended Assignment of Trademarks and Service Marks (U.S.) (the "**Amended Assignment**"), which is attached as **Exhibit 1** to the Trademark Agreement and executed and delivered by the Company in connection with the Trademark Agreement, has not been accepted by the Agent and/or filed with the United States Patent and Trademark Office and (b) promptly after execution and delivery of this Agreement by the Agent and the Company, the Agent will use reasonable efforts to deliver to the Company the originally signed copies of the Amended Assignment.

4. **Acknowledgment and Acceptance by the Company.** The Company hereby acknowledges and accepts the foregoing termination, release and assignment by the Agent.

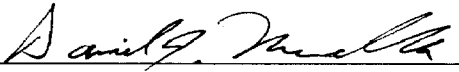
5. **Counterparts.** This Agreement may be executed in any number of counterparts which shall together constitute one and the same agreement.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of The Commonwealth of Massachusetts without regard to principles of conflicts of law.

[signature page follows]

IN WITNESS WHEREOF, the Agent and the Company have executed this Agreement, to take effect as of the date first set forth above.

FLEET CAPITAL CORPORATION, successor agent to Fleet National Bank (formerly known as BankBoston, N.A.), as Agent

By: 
Name: Daniel Manella
Title: Vice President

**THE HERFF JONES COMPANY
OF INDIANA, INC.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Agent and the Company have executed this Agreement, to take effect as of the date first set forth above.

FLEET CAPITAL CORPORATION, successor
agent to Fleet National Bank (formerly known
as BankBoston, N.A.), as Agent

By: _____
Name: Daniel Manella
Title: Vice President

**THE HERFF JONES COMPANY
OF INDIANA, INC.**

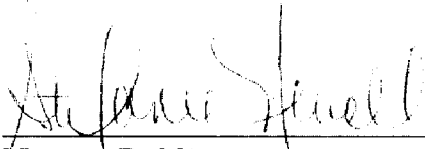
By: 
Name: Michael S. Parrett
Title: Treasurer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12 day of February, 2002, personally appeared Daniel Manella to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of **FLEET CAPITAL CORPORATION**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said corporation by authority of its Board of Directors, and said instrument to be the free act and deed of said corporation.

FRANIE NEWELL
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 07/01/03



Notary Public
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF INDIANA)
)ss.
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of February, 2002 personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is a _____ of **THE HERFF JONES COMPANY OF INDIANA, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of February, 2002, personally appeared Daniel Manella to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of **FLEET CAPITAL CORPORATION**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said corporation by authority of its Board of Directors, and said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF INDIANA)
)ss.
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22 day of February, 2002 personally appeared Michael S. Parrett to me known personally, and who, being by me duly sworn, deposes and says that he is a Treasurer of **THE HERFF JONES COMPANY OF INDIANA, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public - Trina Purichia
My Commission Expires: 8-25-08

Exhibit A**Trademarks and Trademark Registrations**

| <u>Trademark or Service Mark</u> | <u>U.S. Registration No.</u> |
|----------------------------------|------------------------------|
| NYSTROM | NOT FILED |
| BALE AND DESIGN | 740,613 |
| EYE GATE | 882,161 |
| CA CAMERA ART | 884,670 |
| COLLEGIATE | 901,233 |
| COLLEGIATE (STYLIZED) | 903,047 |
| CAMERA ART | 930,539 |
| ULTRIUM | 1,033,810 |
| BALE | 1,055,521 |
| BALE AND DESIGN | 1,062,741 |
| EGM | 1,151,007 |
| HJ | 1,222,531 |
| ASTRALITE | 1,229,592 |
| ASTRA-DYNALITE | 1,233,483 |
| HERFF JONES | 1,247,648 |
| ICP INTER-COLLEGIATE PRESS | 1,261,687 |
| ICP (Stylized) | 1,262,334 |
| HJ ULT | 1,268,584 |
| FRESHMAN REGISTER | 1,271,361 |
| MEGABRYTE | 1,353,784 |
| CROPSTIX | 1,619,829 |
| REUNION RECORD | 1,676,741 |
| THE FRESHMAN RECORD | 1,711,594 |
| HJ (STYLIZED) | 1,833,014 |
| HJ (STYLIZED) | 1,836,766 |
| HJ STYLIZED | 1,837,089 |
| HJ (STYLIZED) | 1,837,133 |
| HERFF JONES | 1,837,226 |
| HERFF JONES | 1,837,227 |
| HJ (STYLIZED) | 1,837,362 |
| HERFF JONES | 1,837,393 |
| HERFF JONES | 1,839,293 |
| HERFF JONES | 1,839,684 |
| PAK | 1,846,715 |
| PAGEMASTER | 2,025,419 |
| DELAVISION | 2,030,023 |
| IMAGEMASTER | 2,066,494 |
| IMAGEPAK | 2,093,760 |

| | |
|-----------------------|-----------|
| EXPLORING WHERE & WHY | 2,215,368 |
|-----------------------|-----------|

| Trademark or <u>Service Mark</u> | Pending U.S. Applications -- <u>Registration No.</u> |
|--|---|
| COLLEGIATE FRAME AND DESIGN | App. 75/643422 |

| Trademark or <u>Service Mark</u> | Registrations -- Foreign Jurisdiction <u>Registration No.</u> |
|--|---|
| ULTRIUM (CANADA) | 366,168 |
| HERFF JONES (CANADA) | 369,951 |
| HJ ULT (CANADA) | 377,475 |
| HJ (CANADA) | 399,026 |
| HJ (STYLIZED) (CANADA) | 450,615 |
| HERFF JONES (CANADA) | 475,301 |
| PAGEMASTER (CANADA) | 480,339 |
| IMAGEMASTER (CANADA) | 490,246 |
| EXPLORING WHERE & WHY (CANADA) | 861,212 |
| IMAGEPAK (PUERTO RICO) | NOT FILED |

| Trademark or <u>Service Mark</u> | Pending Applications -- Foreign Jurisdiction <u>Registration No.</u> |
|---|--|
| EXPLORING WHERE & WHY (AUSTRALIA) | App. 747,715 |
| HJ (STYLIZED) (CANADA) | App. 747,034 |
| IMAGEPAK (CANADA) | App. 783,053 |
| EXPLORING WHERE & WHY (SOUTH AFRICA) | App. 97/16744 |
| IMAGEPAK (UK) | App. 2,021,135 |
| EXPLORING WHERE & WHY (UK) | App. 2,150,740 |
| EXPLORING WHERE & WHY LOGO AND DESIGN (UK) | App. 2,178,938 |