

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
School Connect LLC		07/06/2012	LIMITED LIABILITY COMPANY: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jostens, Inc.		
<b>Street Address:</b>	3601 Minnesota Drive		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55435		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85472751	SCHOOL CONNECT	
<b>Serial Number:</b>	85472769	SCHOOL CONNECT APPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123351657		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-335-1448		
<b>Email:</b>	eric.paulsrud@leonard.com		
<b>Correspondent Name:</b>	Eric D. Paulsrud		
<b>Address Line 1:</b>	150 South 5th Street, Suite 2300		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	10387.00569		
<b>NAME OF SUBMITTER:</b>	Eric D. Paulsrud		

OP \$65.00 85472751

Signature:	/Eric D. Paulsrud/
Date:	07/12/2012
<b>Total Attachments: 4</b> source=School Connect - Trademark Assignment to Jostens - 06-JUL-2012#page1.tif source=School Connect - Trademark Assignment to Jostens - 06-JUL-2012#page2.tif source=School Connect - Trademark Assignment to Jostens - 06-JUL-2012#page3.tif source=School Connect - Trademark Assignment to Jostens - 06-JUL-2012#page4.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is entered into as of this 6th day of July, 2012 (the "Effective Date") by and between MigMc LLC, an Oklahoma limited liability company ("**MigMc**"), and School Connect LLC, an Oklahoma limited liability company and a wholly owned subsidiary of MigMc ("**School Connect**") (collectively, "**Assignors**") on the one hand, and Jostens, Inc., a Minnesota corporation with an address of 3601 Minnesota Drive, Suite 400 Minneapolis, Minnesota 55435 ("**Assignee**") on the other hand.

**WHEREAS**, pursuant to the Purchase Agreement dated as of July 2, 2012 by and between Assignors and Assignee ("**Purchase Agreement**"), Assignors agree to assign, transfer and convey all of Assignors' right, title and interest in and to the Trademarks (as defined below); and

**NOW, THEREFORE**, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Purchase Agreement and intending to be legally bound hereby, Assignors and Assignee hereby agree as follows:

1. Assignors hereby assigns, transfers and conveys to Assignee any and all of Assignors' right, title, and interest in and to (i) the marks listed on Schedule A hereto, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby (the "**Trademarks**"); (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the Trademarks in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewal or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all rights in and to income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date.

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as it would have been held and enjoyed by Assignors had the assignment in Section I not been made. Assignors shall not contest Assignee's ownership of the Trademarks, including in any claim, action, arbitration, suite, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date. Without limitation of Sections 6.01(d) and 6.01(g) of the Purchase Agreement, Assignors will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks to Assignee. Assignors hereby authorize Assignee to request the relevant government entity or agency referred to in Schedule A to record Assignee as the assignee and owner of the Trademarks.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment as follows, effective as of the Effective Date.

ASSIGNORS:

MigMc LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

School Connect LLC

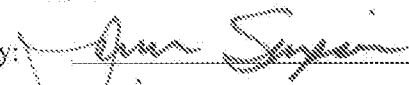
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ASSIGNEE:

Jostens, Inc.

By:  \_\_\_\_\_

Name: James Simpson

Its: Chief Financial Officer

5. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, Assignors and Assignee have executed this Trademark Assignment as follows, effective as of the Effective Date.

**ASSIGNORS:**

**MigMe LLC**

By:  \_\_\_\_\_

Name: STEVEN T. McDaniel

Its: VP of Business Affairs

**ASSIGNEE:**


**Jostens, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**School Connect LLC**

By:  \_\_\_\_\_

Name: Nick Migliorini

Its: President

### **Schedule A to Trademark Assignment**

1. SCHOOL CONNECT and design, Serial No. 85472751, filed on November 15, 2011 as an intent-to-use (“ITU”) trademark application in International Classes 9 and 38 with the United States Patent and Trademark Office
2. SCHOOL CONNECT APPS and design, Serial No. 85472769 filed on November 15, 2011 as an ITU trademark application in International Classes 9 and 38 with the United States Patent and Trademark Office