

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454816

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:	ALLGOODS LLC		
Street Address:	912 113TH ST		
City:	ARLINGTON		
State/Country:	TEXAS		
Postal Code:	76001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86663939		
Serial Number:	86797919		
Serial Number:	86792787	FAN CLOTH	
Serial Number:	86792781	FAN CLOTH	
Serial Number:	86663951	ACRUX	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	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 2016 Accession		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/15/2017		

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Total Attachments: 4

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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 February 5, 2016 (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 March 15, 2016, at Reel 5751 and Frame 0193; 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:

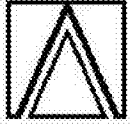



Douglas Tansey
Authorized Signatory

[Varsity --- Termination of Security Interest in Trademarks (2016 Accession)]

TRADEMARK
REEL: 006230 FRAME: 0598

**Schedule 1
to
Termination of Security Interests in Trademarks**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Registration Number/Date	Title/Image
allgoods llc	86/663,939 06/16/2015	 [DESIGN ONLY]
allgoods llc	86/797,919 10/23/2015	 [DESIGN ONLY]
allgoods llc	86/792,787 10/20/2015	FAN CLOTH
allgoods llc	86/792,781 10/20/2015	 FAN CLOTH
allgoods llc	86/663,951 06/16/2015	 ACRUX