

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		03/29/2018	Corporation:
RECEIVING PARTY DATA			
Name:	HERFF JONES, INC.		
Street Address:	HERFF JONES, INC. EXECUTIVE BUILDING 4625 WEST 62ND STREET INDIANAPOLIS		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46268-9005		
Entity Type:	Corporation: INDIANA		
Name:	VARSITY BRANDS, LLC		
Street Address:	6745 LENOX CENTER COURT SUITE 300		
City:	MEMPHIS		
State/Country:	TENNESSEE		
Postal Code:	38115		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	VARSITY SPIRIT FASHIONS & SUPPLIES, LLC		
Street Address:	6745 LENOX CENTER COURT SUITE 300		
City:	MEMPHIS		
State/Country:	TENNESSEE		
Postal Code:	38115		
Entity Type:	Limited Liability Company: MINNESOTA		
Name:	VARSITY SPIRIT LLC		
Street Address:	6745 LENOX CENTER COURT SUITE 300		
City:	MEMPHIS		
State/Country:	TENNESSEE		
Postal Code:	38115		
Entity Type:	Limited Liability Company: TENNESSEE		
Name:	BSN SPORTS, LLC		
Street Address:	1901 DIPLOMAT DRIVE		
City:	FARMERS BRANCH		

OP \$65.00 1671395

State/Country:	TEXAS
Postal Code:	75234
Entity Type:	Limited Liability Company: DELAWARE
Name:	allgoods LLC
Street Address:	912 113th St.
City:	Arlington
State/Country:	TEXAS
Postal Code:	76011
Entity Type:	Limited Liability Company: DELAWARE
Name:	American Cheerleader Media, LLC
Street Address:	6745 LENOX CENTER COURT SUITE 300
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38115
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1671395	AMERICAN ASSOCIATION CHEERLEADING COACHE
Registration Number:	3488540	AACCA

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6175701993
Email: mwoodbury@goodwinlaw.com
Correspondent Name: Maria Woodbury
Address Line 1: 100 Northern Avenue
Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Maria Woodbury
SIGNATURE:	/s/ Maria Woodbury
DATE SIGNED:	03/29/2018

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Release”) is made as of March 29, 2018 (the “Effective Date”), by Ares Capital Corporation, in its capacity as administrative and collateral agent for the benefit of the Secured Parties (the “Agent”), in favor of allgoods LLC, Herff Jones, LLC, Varsity Brands, LLC, Varsity Spirit LLC, BSN Sports, 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 December 15, 2017, 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 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 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, for the benefit of the Secured Parties, hereby agrees as follows:

The Agent hereby terminates and releases its security interest in and to the Released Trademarks. If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Released Trademarks, it hereby irrevocably reassigns and retransfers all such right, title and interest to the Grantor.


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 in the Marks which has not been specifically identified on Schedule I hereto or any other collateral described in the Security Agreement or otherwise.

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

By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

SCHEDULE I

Released Trademarks

Trademark	Registration No.	Registration Date
	1671395	January 7, 1992
AACCA	3488540	August 19, 2008