

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest under Reel/Frame No. 6230/0729		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		01/03/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	BSN SPORTS, LLC		
Street Address:	1901 Diplomat Drive		
City:	Farmers Branch		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4175420	TRANSFERMAGIC	
Registration Number:	4175419	TRANSFERMAGIC.COM	
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:	William Majeski		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-282		
NAME OF SUBMITTER:	William Majeski		
SIGNATURE:	/William Majeski/		
DATE SIGNED:	01/03/2019		
Total Attachments: 3			
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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 January 3, 2019 (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: Penny Roll
Name: Penny Roll
Title: Authorized Signatory

SCHEDULE I

Released Trademarks

Grantor	Trademark No.	Registration Date	Mark
BSN SPORTS, LLC	4175420	7/17/2012	TRANSFERMAGIC
BSN SPORTS, LLC	4175419	7/17/2012	TRANSFERMAGIC.COM