

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JDS Marketing and Sales, LLC		02/04/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	ACADEMY BANK, N.A.		
Street Address:	1111 Main St		
Internal Address:	Suite 1600		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	National Banking Association: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5409349	GROOMSSHOP	
Registration Number:	5409348	A GIFT PERSONALIZED	
Registration Number:	5599702	A GIFT PERSONALIZED	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128768000		
Email:	angelica.pogson@dentons.com		
Correspondent Name:	Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Tiffany L. Schwartz		
SIGNATURE:	/tls/		
DATE SIGNED:	02/24/2020		
Total Attachments: 3			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

February 4, 2020

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JDS MARKETING AND SALES, LLC, a Minnesota limited liability company ("Grantor") hereby grants to ACADEMY BANK, N.A., a national bank (together with its successors and assigns, ("Grantee") having an office at 1111 Main, Suite 1600, Kansas City, Missouri, 64105, a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks", and each, a "Trademark"), (b) the goodwill of the businesses with which each Trademark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Trademark, unfair competition regarding any Trademark or injury to the goodwill associated with any Trademark, (d) all of Grantor's rights corresponding thereto throughout the world and (e) all proceeds and products of each Trademark.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") is made to secure the satisfactory performance and payment of the Liabilities, as such term is defined in that certain Loan and Security Agreement by and among Grantor, JDS Marketing Intermediate Co, LLC, Qualtry, LLC and Grantee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"). Upon termination of the Loan Agreement and payment in full of the Liabilities, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

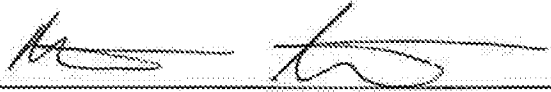
This Grant has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.


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IN WITNESS WHEREOF, Grantor has duly executed this Intellectual Property Security Agreement in favor of Grantee, as of the date first written above.

JDS MARKETING INTERMEDIATE CO, LLC

By: 
Name: Michael Simon
Title: Manager

JDS MARKETING AND SALES, LLC

By: 
Name: Michael Simon
Title: Authorized Signatory

Schedule A to Grant of Security Interest in Trademarks

Trademark	Registration Number	Registration Date
GroomsShop	5,409,349	February 20, 2018
A Gift Personalized	5,409,348	February 20, 2018
A Gift Personalized (Design)	5,599,702	November 6, 2018