

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jostens, Inc.		03/22/2023	Corporation: MINNESOTA
Neff Motivation, Inc.		03/22/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 North Tryon Street, 5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5730032	TRY BY JOSTENS	
Registration Number:	5885894	MOTIVATE CELEBRATE COMMEMORATE	
Registration Number:	5722501	CELEBRATING MOMENTS THAT MATTER	
Registration Number:	6317026	CHROMACAST	
Registration Number:	5903742	MOTIVATE CELEBRATE COMMEMORATE	
Registration Number:	5984779	A BOLD TWIST TO TRADITION	
Registration Number:	5921433	MOTIVATE CELEBRATE COMMEMORATE	
Registration Number:	5903743	MOTIVATE CELEBRATE COMMEMORATE	
Registration Number:	5885895	MOTIVATE CELEBRATE COMMEMORATE	
Registration Number:	5903744	MOTIVATE CELEBRATE COMMEMORATE	
Registration Number:	5921434	MOTIVATE CELEBRATE COMMEMORATE	
Registration Number:	5921435	MOTIVATE CELEBRATE COMMEMORATE	
Registration Number:	6030917	SNAP EDIT	
Registration Number:	5957895	YEARBOOK AVENUE	
Registration Number:	6503681	YBK +	
Registration Number:	6494236	YEARBOOK +	
Registration Number:	5948275	RENNOC	
Registration Number:	6027517	RENNOC	

OP \$540.00 5730032

Property Type	Number	Word Mark
Serial Number:	97586854	SILVER ELITE
Serial Number:	90508235	INSIGNIA CLASS BAND
Serial Number:	97609258	SCHOOLMARK

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	03/24/2023

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement, dated as of December 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. **Termination.** Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. **Governing Law.** This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.


[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

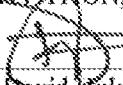
~~JOSTENS, INC.~~

By: _____


Name: David Huls
Title: Chief Financial Officer

~~NEFF MOTIVATION, INC.~~

By: _____


Name: David Huls
Title: Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Christine Trotter
Name: Christine Trotter
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Jostens, Inc.	5730032	TRY BY JOSTENS
Jostens, Inc.	5885894	MOTIVATE CELEBRATE COMMEMORATE
Jostens, Inc.	5722501	CELEBRATING MOMENTS THAT MATTER
Jostens, Inc.	6317026	CHROMACAST
Jostens, Inc.	5903742	MOTIVATE CELEBRATE COMMEMORATE
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Jostens, Inc.	5903744	MOTIVATE

		CELEBRATE COMMEMORATE
Jostens, Inc.	5921434	MOTIVATE CELEBRATE COMMEMORATE
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Jostens, Inc.	6030917	SNAP EDIT
Jostens, Inc.	5957895	YEARBOOK AVENUE
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Jostens, Inc.	6494236	YEARBOOK +
Neff Motivation, Inc.	5948275	RENNOC
Neff Motivation, Inc.	6027517	RENNOC

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
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Jostens, Inc.	90508235	INSIGNIA CLASS BAND
Jostens, Inc.	97609258	SCHOOLMARK