

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843375

| | | | |
|-----------------------------------|----------------------------------|---------------------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Herff Jones, LLC | | 10/02/2023 | Limited Liability Company: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Bank USA, as Agent | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3569091 | LOGOART | |
| Registration Number: | 1033810 | ULTRIUM | |
| Registration Number: | 3716062 | ACADEMIC E PRESS | |
| Registration Number: | 3673885 | ACADEMICEXPRESS | |
| Registration Number: | 1055521 | BALE | |
| Registration Number: | 1407634 | BPA | |
| Registration Number: | 3399738 | CRIMSON GOLD | |
| Registration Number: | 4603432 | DIPLOMA EZ PRINT | |
| Registration Number: | 3769190 | EXTREME AURISTA | |
| Registration Number: | 3255098 | EXTREME SILVER | |
| Registration Number: | 2700106 | FIRST & FINEST IN ACHIEVEMENT FRAMING | |
| Registration Number: | 2677964 | FRAMING SUCCESS | |
| Registration Number: | 2674961 | FRAMING SUCCESS | |
| Registration Number: | 1837227 | HERFF JONES | |
| Registration Number: | 1839684 | HERFF JONES | |
| Registration Number: | 1837393 | HERFF JONES | |
| Registration Number: | 1247648 | HERFF JONES | |
| Registration Number: | 1837133 | HJ | |
| Registration Number: | 1837362 | HJ | |

OP \$640.00 3569091

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 1836766 | HJ |
| Registration Number: | 1837089 | HJ |
| Registration Number: | 1222531 | HJ |
| Registration Number: | 4689962 | HJ |
| Registration Number: | 1268584 | HJ ULT |
| Registration Number: | 2400755 | YOUR SUCCESS DESERVES THE BEST |

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: 8007130755
Email: erin.roberson@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: | Brendan E. Ahern |
| SIGNATURE: | /Brendan E. Ahern/ |
| DATE SIGNED: | 10/03/2023 |

Total Attachments: 6
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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 October 2, 2023 (the “Effective Date”), by Goldman Sachs Bank USA, in its capacity as administrative and collateral agent (the “Agent”), in favor of Herff Jones, LLC (the “Grantor”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the 2014 Security Agreement (as defined below) or the 2018 Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to (i) that certain Grant of Security Interest in United States Trademarks by the Grantor in favor of the Agent (the “2014 Security Agreement”) and (ii) that certain Grant of Security Interest in United States Trademarks, dated as of March 29, 2018, by the Grantor and certain affiliates of the Grantor in favor of the Agent (the “2018 Security Agreement” and, together with the 2014 Security Agreement, each a “Security Agreement” and collectively, the “Security Agreements”), the Grantor 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 Grantor, including those trademarks of Grantor specifically listed on Schedule I hereto (the trademarks identified on Schedule I hereto, the “Released Trademarks”);

WHEREAS, the 2018 Security Agreement was recorded with the United States Patent and Trademark Office on March 30, 2018 at Reel 6316, Frame 0163; 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 hereby agrees as follows:

The Agent hereby terminates and releases any and all security interest that it has in any and all right, title, and interest of the Grantor, and hereby irrevocably reassigns and retransfers to the Grantor any all right, title and interest that it may have, in, to and under the following:

- (a) the Released Trademarks, together with the goodwill of the business symbolized by each of the Released Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Released Trademarks;
- (b) all rights and privileges arising under applicable law with respect to the Grantor’s use of any trademarks, tradenames, trade dress and service marks;
- (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Released Trademarks;
- (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;
- (e) the right to sue for past, present and future infringements thereof;
- (f) all rights corresponding thereto;

(g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by the Grantor against third parties for past or future infringement of the Released Trademarks; and

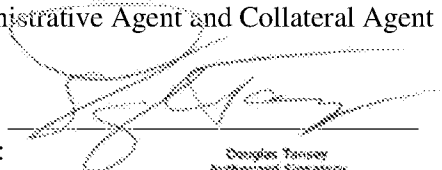
(h) all causes of action arising prior to or after the date hereof for unfair competition regarding the Released Trademarks. Nothing contained in this Release shall be construed as a termination, release, retransfer or reassignment of any security interest, if any, or any right, title and interest which the Agent may have to any other collateral described in the Security Agreement or otherwise.

Agent agrees to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including with limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release at Grantor's sole expense. 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:







GOLDMAN SACHS BANK USA, as
Administrative Agent and Collateral Agent

By: 
Name: _____
Title: Douglas Farnsey
Authorized Signatory

SCHEDULE I

Released Trademarks

| Mark | Registration Number Registration Date | Jurisdiction | Grantor |
|--|--|---------------------|-------------------|
| LOGOART | 3569091 2/3/2009 | U.S. | HERFF JONES, INC. |
| ULTRIUM | 1033810 2/17/1976 | U.S. | HERFF JONES, INC. |
| ACADEMIC E PRESS  | 3716062 11/24/2009 | U.S. | HERFF JONES, LLC |
| ACADEMICEXPRESS | 3673885 8/25/2009 | U.S. | HERFF JONES, LLC |
| BALE | 1055521 1/4/1977 | U.S. | HERFF JONES, LLC |
| BPA | 1407634 9/2/1986 | U.S. | HERFF JONES, LLC |
| CRIMSON GOLD | 3399738 3/18/2008 | U.S. | HERFF JONES, LLC |
| DIPLOMA EZ PRINT | 4603432 9/9/2014 | U.S. | HERFF JONES, LLC |
| EXTREME AURISTA | 3769190 3/30/2010 | U.S. | HERFF JONES, LLC |
| EXTREME SILVER | 3255098 6/26/2007 | U.S. | HERFF JONES, LLC |
| FIRST & FINEST IN ACHIEVEMENT FRAMING | 2700106 3/25/2003 | U.S. | HERFF JONES, LLC |
| FRAMING SUCCESS  | 2677964 1/21/2003 | U.S. | HERFF JONES, LLC |
| FRAMING SUCCESS | 2674961 1/14/2003 | U.S. | HERFF JONES, LLC |
| HERFF JONES | 1837227 5/17/1994 | U.S. | HERFF JONES, LLC |

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| HERFF JONES | 1839684 6/14/1994 | U.S. | HERFF JONES, LLC |
| HERFF JONES | 1837393 5/24/1994 | U.S. | HERFF JONES, LLC |
| HERFF JONES | 1247648 8/9/1983 | U.S. | HERFF JONES, LLC |
| HJ  | 1837133 5/17/1994 | U.S. | HERFF JONES, LLC |
| HJ  | 1837362 5/24/1994 | U.S. | HERFF JONES, LLC |
| HJ  | 1836766 5/17/1993 | U.S. | HERFF JONES, LLC |
| HJ  | 1837089 5/17/1994 | U.S. | HERFF JONES, LLC |
| HJ | 1222531 1/4/1983 | U.S. | HERFF JONES, LLC |
| HJ (Stylized)  | 4689962 2/17/2015 | U.S. | HERFF JONES, LLC |
| HJ (Stylized)  | -- | U.S. | HERFF JONES, LLC |
| HJ JOURNEY | -- | U.S. | HERFF JONES, LLC |
| HJ ULT | 1268584 2/28/1984 | U.S. | HERFF JONES, LLC |
| YOUR SUCCESS DESERVES THE BEST | 2400755 10/31/2000 | U.S. | HERFF JONES, LLC |