

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herff Jones LLC		09/30/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Hercules Achievement, Inc.		
Street Address:	4501 West 62nd Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46268		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2732157	THE RECORD PROGRAMS	
Registration Number:	3655147	BELIEVE IN U	
Registration Number:	4669883	BELIEVE IN YOU	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	45329-1		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	10/20/2023		
Total Attachments: 7			
source=Trademark Assignment Agreement - SPA Exhibit G - Project Manta Ray			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made and entered into as of September 30, 2023, effective as of immediately prior to the Calculation Time (“**Effective Date**”) (but contingent upon the Closing occurring), by and between Herff Jones, LLC, an Indiana limited liability company, (“**Assignor**”), and Hercules Achievement, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the SPA (as defined below).

WHEREAS, Assignee and Assignor, are parties to that certain Transfer and Distribution Agreement dated as of the date hereof (the “**Transfer Agreement**”); and

WHEREAS, upon the terms and subject to the conditions of the Transfer Agreement and this Assignment and in connection with the Restructuring contemplated by that certain Securities Purchase Agreement dated September 2, 2023 (the “**SPA**”) by and between Assignee, as Seller and LSC Communications LLC, as Purchaser, the United States trademark registrations set forth on Schedule A attached hereto, the foreign trademark registrations set forth on Schedule B attached hereto, and the internet domain registration set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the “**Marks**”), are being transferred to and assumed by the Recipient (and its designees) effective as of immediately prior to the Calculation Time (but contingent upon the Closing occurring).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s and its Affiliates’ own use and enjoyment, and for the use and enjoyment of Assignee’s and its Affiliates’ successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee’s and its Affiliates’ own use and enjoyment and for the use and enjoyment of its and its Affiliates’ successors, assigns or other legal representatives.

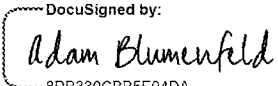
2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

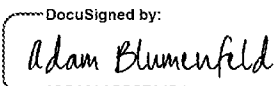
ASSIGNOR:

Herff Jones, LLC

By:  _____
Name: Adam Blumenfeld
Title: Chief Executive Officer

ASSIGNEE:

Hercules Achievement, Inc.

By:  _____
Name: Adam Blumenfeld
Title: Chief Executive Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Status	Country	Registration Number	Application Number	Registration Date	Renewal Date	Owner	Country Code
THE RECORD PROGRAMS	Registered	United States of America	2,732,157	78/134,112	01-Jul-03	01-Jul-23	Herff Jones, LLC	000
BELIEVE IN U (Logo)	Registered	United States of America	3,655,147	77/061,050	14-Jul-09	14-Jul-29	Herff Jones, LLC	000
BELIEVE IN YOU	Registered	United States of America	4,669,883	86/131,056	13-Jan-15	13-Jan-25	Herff Jones, LLC	000

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

Mark	Status	Country	Registration Number	Application Number	Registration Date	Renewal Date	Owner	Country Code
WE SPEAK YEARBOOK	Registered	Canada	TMA776853	1456597	13-Sep-10	13-Sep-25	Herff Jones, LLC	131
WE SPEAK YEARBOOK (Stylize and Design)	Registered	Canada	TMA776901	1456851	13-Sep-10	13-Sep-25	Herff Jones, LLC	131
IMAGINE (Design)	Registered	Canada	TMA580421	1132300	01-May-03	01-May-33	Herff Jones, LLC	131
IMAGEIN and Design	Registered	Canada	TMA750857	1408775	22-Oct-09	22-Oct-24	Herff Jones, LLC	131

SCHEDULE C
INTERNET DOMAIN REGISTRATIONS

- believeinu.com
- believeinyou.com
- chaos.baby
- cruisebooks.biz
- hj-ion.com
- hj-ybs.com
- hjcampbooks.com
- hjcampbooks.info
- hjcampbooks.net
- hjcampbooks.org
- hjcoverdesigner.com
- hjebusiness.com
- hjedesign.com
- hjepage.com
- hjeshare.com
- hjoybook.com
- hyearbookreps.com
- hyearbooks.biz
- hyearbooks.com
- learnybk.com

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- yrbktips.com

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