

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		12/11/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Herff Jones, Inc.		
Street Address:	4501 W. 62nd Street		
Internal Address:	P.O. Box 68501		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46268		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3453580	MARK 1	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	317-236-1313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	2799-500		
NAME OF SUBMITTER:	David A.W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	12/15/2017		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of the 11th day of December, 2014, by PNC BANK, NATIONAL ASSOCIATION, as collateral agent (the "Agent") pursuant to the Credit Agreement dated as of June 25, 2013, in favor of Herff Jones, Inc., an Indiana corporation (the "Borrower") and each Guarantor listed on Schedule A attached hereto (collectively, the "Original Guarantors" and together with the Borrower, the "Pledgors").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of June 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Pledgors granted to the Agent, for the benefit of the Secured Parties, security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Pledgors executed that certain Trademark Security Agreement, dated as of June 25, 2013 (the "Trademark Security Agreement"), under which the Pledgors pledged and granted to the Agent for the benefit of the Secured Parties a lien on, and security interest in and to, all of Pledgors' right, title and interest in, to and under the Trademark Collateral (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on July 24, 2013 at Reel 5076 Frame 0249;

WHEREAS, the Pledgors have requested that the Agent terminate and release its Security Interest in the Trademark Collateral identified on Schedule B attached hereto (the "Trademark Collateral"); and

WHEREAS, the Pledgors have satisfied and fulfilled all of their Secured Obligations to warrant the release of the Agent's Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Pledgors of any and all of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "Trademark Collateral" as used herein, shall mean all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, and other indicia of origin, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry, or any political subdivision thereof), including those listed on Schedule B attached hereto, together with any and all (a) extensions and renewals thereof, (b) the goodwill of the business connected with the use of and symbolized by any of the foregoing, (c) rights and privileges arising under applicable Legal Requirements with respect to any of the foregoing (d) rights to sue or otherwise recover for any past, present, or future infringements, dilutions, or other violations thereof, including any injury to the related goodwill, (e) proceeds, income, fees, royalties, damages, claims, and payments now and hereafter due or payable with respect thereto, including damages, claims and payments for any past, present or future infringements, dilutions, or other violations thereof (f) other rights accruing thereunder or pertaining thereto throughout the world.

2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Pledgors the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Recordation. The Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby authorizes the Pledgors, or the Pledgors' authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Security Interest of the Agent, on behalf of itself and the [Secured Parties], their successors, legal representatives and assigns, in the Trademark Collateral.

4. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Pledgors may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Pledgors and the cost and expense of such documents and actions shall be borne solely by Pledgors.

5. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: Jill Manich

Name: Jill Manich

Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

Schedule A

Original Guarantors

NAME	ADDRESS
BSN SPORTS, Inc.	Delaware
Herff Jones, Inc.	Indiana
The Kelly Touch, LLC	Indiana
Varsity Spirit Fashions & Supplies, Inc.	Minnesota
Varsity Spirit Corporation	Tennessee
Varsity Brands, Inc.	Delaware

Schedule B

Trademarks

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
MARK 1	77330822 11/15/2007	3453580 6/24/2008	REGISTERED	BSN SPORTS, LLC