

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503105

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jostens, Inc.		12/21/2018	Corporation: MINNESOTA
Rock Creek Athletics, Inc.		12/21/2018	Corporation: IOWA
Neff Motivation, Inc.		12/21/2018	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street, 5th Floor
Internal Address:	MAC Legal Dept, NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	3097345	ACHIEVER
Registration Number:	3918065	AMBER XT
Registration Number:	1413282	AMERICA'S CLASS RING
Registration Number:	5023458	AMERICA'S CLASS TAG
Registration Number:	3743981	C2G
Registration Number:	4942654	CAMOCAST
Registration Number:	5064651	CELEBRATING MOMENTS THAT MATTER
Registration Number:	5271513	CELEBRATING MOMENTS THAT MATTER
Registration Number:	5386892	CELEBRATING MOMENTS THAT MATTER
Registration Number:	5064650	CELEBRATING MOMENTS THAT MATTER
Registration Number:	5018347	CELEBRATING MOMENTS THAT MATTER
Registration Number:	5271514	CELEBRATING MOMENTS THAT MATTER
Registration Number:	2859386	CHAMPIONS OF THE COMMUNITY
Registration Number:	4947618	CLASS TAG
Registration Number:	5206589	COLLEGIATE BRACELET
Registration Number:	5206588	COLLEGIATE LOCKET

OP \$2165.00 3097345

Property Type	Number	Word Mark
Registration Number:	5242043	COLLEGIATE TAG
Registration Number:	4510861	COMMITMENT 2 COMMENCEMENT
Registration Number:	3743980	COMMITMENT TO GRADUATE
Registration Number:	3271416	CONNECTED FOR LIFE
Registration Number:	1185868	DE LONG
Registration Number:	1650822	DE LONG USA
Registration Number:	1509268	DELONG
Registration Number:	1658286	DELONG USA
Registration Number:	2983066	DESIGN-A-SIDES
Registration Number:	0323479	J
Registration Number:	3425651	DUALCAST
Registration Number:	3861870	ELEMENTS COLLECTION
Registration Number:	4969916	ELEMENTS STONES
Registration Number:	5267303	EVOLUTION
Registration Number:	4942640	FIRECAST
Registration Number:	2919163	FIRERAY
Registration Number:	3116262	FLASHBAX
Registration Number:	2411149	GLOWTOUCH
Registration Number:	2672014	GOLD LANCE
Registration Number:	2822169	GOLD LANCE GL
Registration Number:	2740442	GRAD FINALE
Registration Number:	2949632	GRAD TRACK
Registration Number:	4942460	GRADPIX
Registration Number:	3920347	GRADUATION CENTRAL
Registration Number:	2307190	HEAR THE YEAR
Registration Number:	2920922	HERITAGE
Registration Number:	5110530	J COLLECTIONS BY JOSTENS
Registration Number:	5120182	J COLLECTIONS BY JOSTENS
Registration Number:	0504577	JOSTENS
Registration Number:	2381423	JOSTENS
Registration Number:	2965650	JOSTENS
Registration Number:	2406471	JOSTENS
Registration Number:	2613151	JOSTENS NETLINE
Registration Number:	4277021	JOSTENS PROMISE
Registration Number:	4142642	KINDERKRAFT
Registration Number:	4239331	LANDMARK
Registration Number:	3225192	LAZON
Registration Number:	2523932	LEADER

Property Type	Number	Word Mark
Registration Number:	3001061	LUSTRIUM
Registration Number:	4994384	MONARCH
Registration Number:	1040949	NEFF
Registration Number:	3963779	PERSONAL YEARBOOK PAGES
Registration Number:	3108621	QUADRA
Registration Number:	2332698	RENAISSANCE
Registration Number:	4106886	REPLAYIT
Registration Number:	4985019	S + A
Registration Number:	4886578	
Registration Number:	4952046	
Registration Number:	4761687	SCHOOLWAY
Registration Number:	4951956	SCHOOLWAY
Registration Number:	4625281	SHADOWCAST
Registration Number:	3458112	SHEER ICE
Registration Number:	2987365	SIGNATURE
Registration Number:	3312409	SILVERXT
Registration Number:	3030197	STATUS TASSEL
Registration Number:	4903048	STONE + ALLOY
Registration Number:	5115318	STONE + ALLOY
Registration Number:	4444594	THE CONFIDENCE FACTOR
Registration Number:	1929842	TRADEWINDS
Registration Number:	3857082	VANGUARD
Registration Number:	4231556	VANGUARD FILIGREE
Registration Number:	3324356	
Registration Number:	2685513	WHAT'S UP
Registration Number:	2015074	WORLD BEAT
Registration Number:	2493508	WRITE NOW!
Registration Number:	3915166	YEARBOOK YOURSELF
Registration Number:	3757427	YEARBOOK YOURSELF
Registration Number:	3993478	YEARTECH
Registration Number:	5613032	MOTIVATE CELEBRATE COMMEMORATE
Serial Number:	87746864	JOSTENS PIX

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, ECarrera@cahill.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: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/21/2018

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Jostens, Inc.
- 2. Rock Creek Athletics, Inc.
- 3. Neff Motivation, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. MN; 2. IA; 3. OH
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 21, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 101 North Tryon Street, 5th Floor,
MAC Legal Dept, NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

86

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

December 21, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2018, 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 First 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 First 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: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President and Treasurer

la

ROCK CREEK ATHLETICS, INC.

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President and Treasurer

la

NEFF MOTIVATION, INC.

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President and Treasurer

la

Accepted and Agreed:

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

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

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006506 FRAME: 0881

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Jostens, Inc.	3097345	ACHIEVER
Jostens, Inc.	3918065	AMBER XT
Jostens, Inc.	1413282	AMERICA'S CLASS RING
Jostens, Inc.	5023458	AMERICA'S CLASS TAG
Jostens, Inc.	3743981	C2G
Jostens, Inc.	4942654	CAMOCAST
Jostens, Inc.	5064651	CELEBRATING MOMENTS THAT MATTER
Jostens, Inc.	5271513	CELEBRATING MOMENTS THAT MATTER
Jostens, Inc.	5386892	CELEBRATING MOMENTS THAT MATTER
Jostens, Inc.	5064650	CELEBRATING MOMENTS THAT MATTER
Jostens, Inc.	5018347	CELEBRATING MOMENTS THAT MATTER
Jostens, Inc.	5271514	CELEBRATING MOMENTS THAT MATTER
Jostens, Inc.	2859386	CHAMPIONS OF THE COMMUNITY
Jostens, Inc.	4947618	CLASS TAG
Jostens, Inc.	5206589	COLLEGIATE BRACELET
Jostens, Inc.	5206588	COLLEGIATE LOCKET
Jostens, Inc.	5242043	COLLEGIATE TAG
Jostens, Inc.	4510861	COMMITMENT 2 COMMENCEMENT
Jostens, Inc.	3743980	COMMITMENT TO GRADUATE
Jostens, Inc.	3271416	CONNECTED FOR LIFE
Rock Creek Athletics, Inc.	1185868	DE LONG
Rock Creek Athletics, Inc.	1650822	DE LONG USA
Rock Creek Athletics, Inc.	1509268	DELONG & Design
Rock Creek Athletics, Inc.	1658286	DELONG USA & Design
Jostens, Inc.	2983066	DESIGN-A-SIDES
Jostens, Inc.	0323479	Diamond J Design
Jostens, Inc.	3425651	DUALCAST
Jostens, Inc.	3861870	ELEMENTS COLLECTION
Jostens, Inc.	4969916	ELEMENTS STONES
Jostens, Inc.	5267303	EVOLUTION
Jostens, Inc.	4942640	FIRECAST
Jostens, Inc.	2919163	FIRERAY
Jostens, Inc.	3116262	FLASHBAX

Jostens, Inc.	2411149	GLOWTOUCH
Jostens, Inc.	2672014	GOLD LANCE
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Jostens, Inc.	2740442	GRAD FINALE
Jostens, Inc.	2949632	GRAD TRACK
Jostens, Inc.	4942460	GRADPIX
Jostens, Inc.	3920347	GRADUATION CENTRAL
Jostens, Inc.	2307190	HEAR THE YEAR
Jostens, Inc.	2920922	HERITAGE
Jostens, Inc.	5110530	J COLLECTIONS BY JOSTENS
Jostens, Inc.	5120182	J COLLECTIONS BY JOSTENS
Jostens, Inc.	0504577	JOSTENS
Jostens, Inc.	2381423	JOSTENS
Jostens, Inc.	2965650	Jostens Circle Logo Design
Jostens, Inc.	2406471	Jostens Circle Logo Design
Jostens, Inc.	2613151	JOSTENS NETLINE
Jostens, Inc.	4277021	JOSTENS PROMISE
Jostens, Inc.	4142642	KINDERKRAFT
Jostens, Inc.	4239331	LANDMARK
Jostens, Inc.	3225192	LAZON
Neff Motivation, Inc.	2523932	LEADER
Jostens, Inc.	3001061	LUSTRIUM
Jostens, Inc.	4994384	MONARCH
Neff Motivation, Inc.	1040949	NEFF
Jostens, Inc.	3963779	PERSONAL YEARBOOK PAGES
Jostens, Inc.	3108621	QUADRA
Jostens, Inc.	2332698	RENAISSANCE
Jostens, Inc.	4106886	REPLAYIT
Jostens, Inc.	4985019	S + A
Jostens, Inc.	4886578	Schoolhouse Design
Jostens, Inc.	4952046	Schoolhouse Design
Jostens, Inc.	4761687	SCHOOLWAY
Jostens, Inc.	4951956	SCHOOLWAY
Jostens, Inc.	4625281	SHADOWCAST
Jostens, Inc.	3458112	SHEER ICE
Jostens, Inc.	2987365	SIGNATURE
Jostens, Inc.	3312409	SILVERXT
Jostens, Inc.	3030197	STATUS TASSEL
Jostens, Inc.	4903048	STONE + ALLOY
Jostens, Inc.	5115318	STONE + ALLOY Stylized
Jostens, Inc.	4444594	THE CONFIDENCE FACTOR
Jostens, Inc.	1929842	TRADEWINDS
Jostens, Inc.	3857082	VANGUARD
Jostens, Inc.	4231556	VANGUARD FILIGREE
Jostens, Inc.	3324356	Vanguard Ring Design
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Jostens, Inc.	3757427	YEARBOOK YOURSELF
Jostens, Inc.	3993478	YEARTECH
Jostens, Inc.	5613032	MOTIVATE CELEBRATE COMMEMORATE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Jostens, Inc.	87746864	JOSTENS PIX