



05-21-1999



101042442

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type** 5-17-99

**New**

**Resubmission (Non-Recordation)**  
Document ID #

**Correction of PTO Error**  
Reel #  Frame #

**Corrective Document**  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Effective Date  
Month Day Year

Change of Name

Other

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date   
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

190E

05/19/1999 MTHAI1 00000190 1619829

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 001899 FRAME: 0321

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
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|  |  |  |
|--|--|--|
| <input type="text" value="1,619,829"/> | <input type="text" value="1,846,715"/> | <input type="text" value="2,025,419"/> |
| <input type="text" value="2,030,023"/> | <input type="text" value="2,066,494"/> | <input type="text" value="2,093,760"/> |
| <input type="text" value="2,215,368"/> | <input type="text"/>                   | <input type="text"/>                   |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph Kim

Name of Person Signing



Signature

May 14, 1999

Date Signed

**ANNEX****Trademarks and Trademark Registrations**

| Trademark<br>or<br>Service Mark | Registrations --  |                   |
|---------------------------------|---|-------------------|
|                                 | United States Patent and Trademark Office<br>Registration No. | Registration Date |
| NYSTROM                         | NOT FILED   |                   |
| BALE AND DESIGN                 | 740,613   |                   |
| EYE GATE                        | 882,161   |                   |
| CA CAMERA ART                   | 884,670   |                   |
| COLLEGIATE                      | 901,233   |                   |
| COLLEGIATE (STYLIZED)           | 903,047   |                   |
| CAMERA ART                      | 930,539   |                   |
| ULTRIUM                         | 1,033,810   |                   |
| BALE                            | 1,055,521   |                   |
| EGM                             | 1,151,007   |                   |
| HJ                              | 1,222,531   |                   |
| ASTRALITE                       | 1,229,592   |                   |
| ASTRA-DYNALITE                  | 1,233,483   |                   |
| HERFF JONES                     | 1,247,648   |                   |
| ICP INTER-COLLEGIATE PRESS      | 1,261,687   |                   |
| ICP (Stylized)                  | 1,262,334   |                   |
| HJ ULT                          | 1,268,584   |                   |
| FRESHMAN REGISTER               | 1,271,361   |                   |
| MEGABRYTE                       | 1,353,784   |                   |
| CROPSTIX                        | 1,619,829   | 10/30/90          |
| REUNION RECORD                  | 1,676,741   |                   |
| THE FRESHMAN RECORD             | 1,711,594   |                   |
| HJ (STYLIZED)                   | 1,833,014   |                   |
| HJ (STYLIZED)                   | 1,836,766   |                   |
| HJ STYLIZED                     | 1,837,089   |                   |
| HJ (STYLIZED)                   | 1,837,133   |                   |
| HERFF JONES                     | 1,837,226   |                   |
| HERFF JONES                     | 1,837,227   |                   |
| HJ (STYLIZED)                   | 1,837,362   |                   |
| HERFF JONES                     | 1,837,393   |                   |
| HERFF JONES                     | 1,839,293   |                   |
| HERFF JONES                     | 1,839,684   |                   |
| PAK                             | 1,846,715   | 07/26/94          |
| PAGEMASTER                      | 2,025,419   | 12/24/96          |
| DELAVISION                      | 2,030,023   | 01/14/97          |
| IMAGEMASTER                     | 2,066,494   | 06/03/97          |

| Trademark<br>or<br><u>Service Mark</u> | Registrations --<br>United States Patent and Trademark Office |                          |
|--|---|--------------------------|
|  | <u>Registration No.</u>                                       | <u>Registration Date</u> |
| IMAGEPAK                               | 2,093,760   | 9/02/97                  |
| EXPLORING WHERE & WHY                  | 2,215,368   | 12/29/98                 |

| Trademark<br>or<br><u>Service Mark</u> | Registrations --<br>Foreign Jurisdiction |
|--|--|
|  | <u>Registration No.</u>                  |
| ULTRIUM (CANADA)                       | 366,168                                  |
| HERFF JONES (CANADA)                   | 369,951                                  |
| HJ ULT (CANADA)                        | 377,475                                  |
| HJ (CANADA)                            | 399,026                                  |
| HERFF (STYLIZED) (CANADA)              | 450,615                                  |
| HERFF JONES (CANADA)                   | 475,301                                  |
| PAGEMASTER (CANADA)                    | 480,339                                  |
| IMAGEMASTER (CANADA)                   | 490,246                                  |
| EXPLORING WHERE & WHY (CANADA)         | 816,212                                  |
| IMAGEPAK (PUERTO RICO)                 | NOT FILED                                |

| Trademark<br>or<br><u>Service Mark</u>     | Pending Applications --<br>Foreign Jurisdiction |
|--|---|
|  | <u>Registration No.</u>                         |
| EXPLORING WHERE & WHY (AUSTRALIA)          | App. 747,715                                    |
| HJ (STYLIZED) (CANADA)                     | App. 747,034                                    |
| IMAGEPAK (CANADA)                          | App. 783,053                                    |
| EXPLORING WHERE & WHY (SOUTH AFRICA)       | App. 97/16744                                   |
| IMAGEPAK (UK)                              | App. 2,021,135                                  |
| EXPLORING WHERE & WHY (UK)                 | App. 2,150,740                                  |
| EXPLORING WHERE & WHY LOGO AND DESIGN (UK) | App. 2,178,938                                  |

**AMENDMENT NO. 1 TO TRADEMARK  
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

This **AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Amendment") is made effective as of May 6, 1999 ("Effective Date"), by and between **THE HERFF JONES COMPANY OF INDIANA, INC.**, an Indiana corporation having its principal place of business at 4625 West 62<sup>nd</sup> Street, Indianapolis, Indiana 46268 (the "Assignor") and **BANKBOSTON, N.A.** (f/k/a The First National Bank of Boston), a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (in such capacity, the "Agent") for itself and other financial institutions (collectively, the "Banks") which are, or may in the future become, parties to a Revolving Credit and Term Loan Agreement dated as August 22, 1995 and amended and restated as of May 6, 1999 (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), by and among Herff Jones, Inc., an Indiana corporation (the "Borrower"), the Banks and the Agent.

**WHEREAS**, the Assignor has guaranteed the obligations of the Borrower under the Credit Agreement and the other Loan Documents pursuant to §7 of the Credit Agreement;

**WHEREAS**, in connection with the execution and delivery of the Credit Agreement, the Assignor and the Agent have entered into the Security Agreement dated as of August 22, 1995 (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), by and between the Assignor and the Agent pursuant to which the Assignor granted to the Agent, for the benefit of the Banks and the Agent, a security interest in all of its assets, including without limitation, all trademarks, service marks, trademark and service mark registrations and trademark and service mark registration applications owned or thereafter acquired;

**WHEREAS**, in connection with the execution and delivery of the Credit Agreement, the Assignor and the Agent entered into a certain Trademark Collateral Security and Pledge Agreement dated as of August 22, 1995 (as amended, restated, modified or supplemented and in effect from time to time, the "Trademark Assignment") which was recorded with the United States Patent and Trademark Office on or about August 31, 1995 as a supplement to the provisions of the Security Agreement;

**WHEREAS**, subsequent to the execution, delivery and recording of the Trademark Assignment, the Assignor has adopted and used certain Trademarks (as such term is defined in §1 of the Trademark Assignment) (such subsequent Trademarks being collectively referred to herein as the "Supplemental Trademarks") which Supplemental Trademarks are the subject of pending or issued

United States registrations and other foreign jurisdiction registrations and are set forth on Schedule A attached hereto;

**WHEREAS**, pursuant to and in fulfillment of the Assignor's obligations under the Credit Agreement, the Security Agreement and the Trademark Assignment, the Assignor wishes to execute and deliver this Amendment in order to continue and confirm the grant of a lien on and security interest in the Pledged Trademarks as set forth in the Trademark Assignment, and to further effect, evidence and memorialize the Assignor's grant to the Agent of a lien on and security interest in the Supplemental Trademarks, the Trademark registrations associated with the Supplemental Trademarks (the "Supplemental Trademark Registrations"), the Trademark license rights associated with the Supplemental Trademarks (the "Supplemental Trademark License Rights"), the Trademark rights associated with the Supplemental Trademarks (the "Supplemental Trademark Rights"), the associated goodwill associated with the Supplemental Trademarks (the "Supplemental Associated Goodwill"), the related assets associated with the Supplemental Trademarks (the "Supplemental Related Assets"), all accessions to, substitutions for, replacements of, and all proceeds and products of any and all of the foregoing (the "Supplemental Proceeds" and, collectively with the Supplemental Trademarks, the Supplemental Trademark Registrations, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Associated Goodwill, and the Supplemental Related Assets, referred to herein as the "Supplemental Pledged Trademarks"), and the Assignor's collateral future conditional assignment to the Agent of the Supplemental Pledged Trademarks, all as contemplated by the Trademark Assignment, in each case for the benefit of the Agent and the Banks; and

**WHEREAS**, it is a condition to the Banks continuing to make any loans or otherwise extending credit to the Borrower under the Credit Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Agent and the Banks, an amendment to the Trademark Assignment in substantially the form hereof;

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on and as of the Effective Date, the parties hereto hereby agree as follows:

1. **DEFINITIONS.** Except as otherwise provided herein, all capitalized terms used herein without definition that are defined in (or defined by reference in) the Trademark Assignment shall have the same meanings herein as in the Trademark Assignment.

## 2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

2.1. Grant of Security Interest. As collateral security for the payment and performance in full of all Obligations, the Assignor hereby unconditionally grants to the Agent (and confirms its grant to the Agent, pursuant to the Trademark Assignment and the Security Agreement), for the benefit of the Agent and the Banks, a continuing security interest in and first priority lien on the Pledged Trademarks and the Supplemental Pledged Trademarks for the benefit of the Agent and the Banks.

2.2. Conditional Assignment on Default. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Supplemental Pledged Trademarks and the Pledged Trademarks provided and confirmed in §2.1 hereof, the Assignor hereby conditionally grants, assigns, transfers and conveys to the Agent (and confirms its conditional grant, assignment, transfer and conveyance to the Agent), for the benefit of the Agent and the Banks, such Assignor's entire right, title and interest in and to the Supplemental Pledged Trademarks and the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any of the Assignors to the Agent or its nominee in lieu of foreclosure). In addition, the Assignor has executed in blank and delivered to the agent an amended assignment of federally registered trademarks in substantially the form of Exhibit 1 attached hereto (the "Amended Assignment of Marks"), which is not effective until the occurrence and during the continuance of a Default or Event of Default and the proper exercise of the Agent's remedies under this Amendment, the Trademark Assignment and the Security Agreement. The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Amended Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Amendment, the Trademark Assignment and the Security Agreement.

2.3. Supplemental to Certain Agreements. In no event shall this Amendment or the recordation of this Amendment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interests of the Agent in the Collateral (including the Supplemental Pledged Trademarks) pursuant to the Security Agreement, the Trademark Assignment and/or this Amendment, the attachment and perfection of such security interests under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral (including the Supplemental Pledged Trademarks) under or in connection with the Security Agreement, the other Security Documents, the Trademark Assignment, this Amendment and/or the Uniform Commercial Code or the present or

future rights and interests of the Assignors, including the Assignor's rights and interests in and to the Collateral (including the Supplemental Pledged Trademarks) under or in connection with the Security Agreement, the other Security Documents, the Trademark Assignment, this Amendment or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Pledged Trademarks (and any and all obligations of the Assignor with respect to the Supplemental Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Pledged Trademarks) provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Trademark Assignment and shall not be in derogation thereof. The Security Agreement, the other Security Documents, the Trademark Assignment, and all rights and interests of the Agent in and to the Collateral (including the Supplemental Pledged Trademarks) thereunder, are hereby ratified, confirmed, adopted and approved.

### 3. AMENDMENTS TO TRADEMARK ASSIGNMENT.

The Trademark Assignment is hereby amended as follows:

(a) The Assignor hereby confirms and agrees that all references in the Trademark Assignment to the term the "Assignor" shall hereafter refer to such Assignor as defined in this Amendment.

(b) The Assignor hereby confirms and agrees that all references in the Trademark Assignment to the term the "Obligations" shall hereafter refer to the Obligations as defined in the Security Agreement by reference to the Credit Agreement.

(c) The Assignor hereby confirms and agrees that the term "Pledged Trademarks", as defined and used in the Trademark Assignment, shall include, as of the time of such Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Pledged Trademarks, the Supplemental Trademarks, the Supplemental Trademark Registrations, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Associated Goodwill, the Supplement Related Assets, and the Supplemental Proceeds.

(d) The Assignor hereby confirms and agrees that all references in the Trademark Assignment to the term "Credit Agreement" shall hereafter refer to the Credit Agreement as defined in this Amendment.

(e) The Assignor hereby confirms and agrees that all references in the Trademark Assignment to the term the "Security Agreement" shall hereafter refer to the Security Agreement as defined in this Amendment.



(f) Schedule A to the Trademark Assignment (the "Original Schedule A"), which sets forth a list of all Trademarks and Trademark Registrations owned, licensed, controlled or used by the Assignor, is hereby supplemented by Schedule A to this Amendment (the "Supplemental Schedule A").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNORS.

4.1. The Assignor represents and warrants that, together, the Original Schedule A and the Supplemental Schedule A constitute a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor.

4.2. The Assignor represents and warrants that all representations and warranties of such Assignor as set forth in the Trademark Assignment, as amended by §3 hereof, are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademarks (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

4.3. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignors and the Agent with respect to each other and/or the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Trademark Assignment, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

5. MISCELLANEOUS PROVISIONS.

(a) Except as otherwise expressly provided by this Amendment, all of the terms, conditions and provisions of the Trademark Assignment shall remain the same. It is declared and agreed by each of the parties hereto that this Amendment and the Trademark Assignment shall be read and construed as one instrument.

(b) This Amendment incorporates by reference all other terms and conditions contained in the Trademark Assignment, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Amendment, with the same force and effect as though set forth herein in their entirety.

(c) THIS AMENDMENT IS INTENDED TO TAKE EFFECT AS AN AGREEMENT UNDER SEAL AND SHALL BE CONSTRUED ACCORDING TO AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

(d) This Amendment may be executed in any number of counterparts, and all such counterparts shall together constitute but one instrument. In making proof of this Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

(e) All terms and conditions of this Amendment shall be construed to maintain the validity of the Pledged Trademarks and the Supplemental Pledged Trademarks. To the extent that any term or condition hereof would have the effect of invalidating any Pledged Trademark or Supplemental Pledged Trademark, such term or condition shall be null and void as to such Pledged Trademark or Supplemental Pledged Trademark.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as an instrument under seal as of the date first set forth above.

THE HERFF JONES COMPANY OF  
INDIANA, INC.

By: 

Name: Michael J. Cheek  
Title: Treasurer

BANKBOSTON, N.A. (f/k/a The First  
National Bank of Boston), as Agent

By: \_\_\_\_\_

Name:  
Title:

(c) THIS AMENDMENT IS INTENDED TO TAKE EFFECT AS AN AGREEMENT UNDER SEAL AND SHALL BE CONSTRUED ACCORDING TO AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

(d) This Amendment may be executed in any number of counterparts, and all such counterparts shall together constitute but one instrument. In making proof of this Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

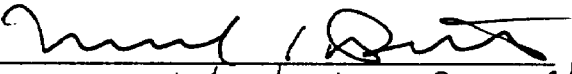
(e) All terms and conditions of this Amendment shall be construed to maintain the validity of the Pledged Trademarks and the Supplemental Pledged Trademarks. To the extent that any term or condition hereof would have the effect of invalidating any Pledged Trademark or Supplemental Pledged Trademark, such term or condition shall be null and void as to such Pledged Trademark or Supplemental Pledged Trademark.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as an instrument under seal as of the date first set forth above.

THE HERFF JONES COMPANY OF  
INDIANA, INC.

By: \_\_\_\_\_  
Name:  
Title:

BANKBOSTON, N.A. (f/k/a The First  
National Bank of Boston), as Agent

By:   
Name: Michael J. McDermott  
Title: Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Indiana )  
 ) ss.  
COUNTY OF Marion )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 4th day of May, 1999, personally appeared Michael J. Cheek to me known personally, and who, being by me duly sworn, deposes and says that he is the Treasurer of **THE HERFF JONES COMPANY OF INDIANA, INC.** and that said instrument was signed and sealed on behalf of each said corporation by authority of its Board of Directors, and said Treasurer acknowledged said instrument to be the free act and deed of each said corporation.

*Trina K. Purichia*

Notary Public - Trina K. Purichia

My Commission Expires: 8-25-00

**SCHEDULE A**

**Trademarks and Trademark Registrations**

| Trademark<br>or<br><u>Service Mark</u> | Registrations --<br>United States Patent and Trademark Office |                          |
|--|---|--------------------------|
|  | <u>Registration No.</u>                                       | <u>Registration Date</u> |
| CROPSTIX                               | 1,619,829   | 10/30/90                 |
| PAK                                    | 1,846,715   | 07/26/94                 |
| PAGEMASTER                             | 2,025,419   | 12/24/96                 |
| DELAVISION                             | 2,030,023   | 01/14/97                 |
| IMAGEMASTER                            | 2,066,494   | 06/03/97                 |
| IMAGEPAK                               | 2,093,760   | 09/02/97                 |
| EXPLORING WHERE & WHY                  | 2,215,368   | 12/29/98                 |

| Trademark<br>or<br><u>Service Mark</u> | Registrations --<br>Foreign Jurisdiction |
|--|--|
|  | <u>Registration No.</u>                  |
| HERFF (STYLIZED) (CANADA)              | 450,615                                  |
| HERFF JONES (CANADA)                   | 475,301                                  |
| PAGEMASTER (CANADA)                    | 480,339                                  |
| IMAGEMASTER (CANADA)                   | 490,246                                  |
| EXPLORING WHERE & WHY (CANADA)         | 816,212                                  |

| Trademark<br>or<br><u>Service Mark</u>     | Pending Applications--<br>Foreign Jurisdiction |
|--|--|
|  | <u>Registration No.</u>                        |
| EXPLORING WHERE & WHY (AUSTRALIA)          | App. 747,715                                   |
| EXPLORING WHERE & WHY (SOUTH AFRICA)       | App. 97/16744                                  |
| EXPLORING WHERE & WHY (UK)                 | App. 2,150,740                                 |
| EXPLORING WHERE & WHY LOGO AND DESIGN (UK) | App. 2,178,938                                 |

EXHIBIT 1

AMENDED ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, THE HERFF JONES COMPANY OF INDIANA, INC., an Indiana corporation having a place of business at 4625 West 62<sup>nd</sup> Street, Indianapolis, Indiana 46268 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Intentionally Left Blank]

