

03-11-2002

Tab settings

To the Honorable Commissioner of Patents

102008502

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JOSTENS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (MN)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: February 28, 2002

2. Name and address of receiving party(ies):

Name: **JPMorgan Chase Bank, as Administrative Agent**

Internal Address: _____

Street Address: **P.O. Box 2558**City: **Houston** State: **TX** ZIP: **77252**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other **New York banking corporation**

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)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/885,877 ; 76/323,749 ; 76/322,915 ; 76/318,745 ; 76/244,753

B. Trademark Registration No.(s)

**2,490,716 ; 2,406,471 ; 2,493,508 ; 2,381,423 ; 2,430,809
2,307,190 ; 2,411,149 ; 2,444,613 ; 1,627,668**Additional numbers attached? ☐ Yes ☒ No

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

Name: **Robyn Greenberg, Esq.**Internal Address: **Simpson Thacher & Bartlett****03/12/2002 6TON11 00000002 75005077****01 FC:481 40.00 DP
02 FC:482 325.00 DP**Street Address: **425 Lexington Avenue**City: **New York** State: **NY** ZIP: **10017**

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41): \$365.00

- ☐ Enclosed
☒ Authorized to be charged to credit card

8. Deposit account number:

9. Signature.

Robyn Greenberg, Esq.
Name of Person Signing

Signature

Date

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

7

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of February 28, 2002, is made by Jostens, Inc., a Minnesota corporation (the "Company"), in favor of JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as Administrative Agent (in such capacity, the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 10, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, Bankers Trust Company, as Syndication Agent, Goldman Sachs Credit Partners L.P., as Documentation Agent, Chase Securities Inc., Deutsche Bank Securities Inc. and Goldman Sachs Credit Partners L.P., as Co-Lead Arrangers, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company executed and delivered a Collateral Agreement, dated as of May 10, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Schedule 3 to the Security Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest (as set forth in Section 2 of the Security Agreement) in all Patents, Patent Licenses, Trademarks, and Trademark Licenses "now owned or at any time hereafter acquired by such Grantor (as defined in the preamble to the Security Agreement) or in which such Grantor now has or at any time in the future may acquire any right, title or interest";

WHEREAS, after execution of the Credit Agreement, additional Trademarks (as set forth on Schedule A hereto) have been acquired by the Company; and

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and as part of the Company's obligations that it undertook to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Company agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Agent, for the benefit of the Agent and the Lenders, to secure payment when due (whether at the stated maturity, by acceleration or otherwise), performance and observance of the Obligations, all in accordance with the terms hereof.

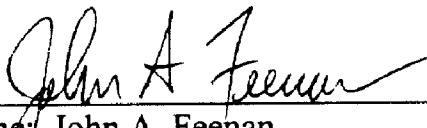
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Agent and the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of each of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JOSTENS, INC.

By: 
Name: John A. Feenan
Title: Sr. VP & Chief Financial Officer

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: _____
Name:
Title: Vice President

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Agent, for the benefit of the Agent and the Lenders, to secure payment when due (whether at the stated maturity, by acceleration or otherwise), performance and observance of the Obligations, all in accordance with the terms hereof.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Agent and the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of each of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JOSTENS, INC.

By: _____
Name:
Title:

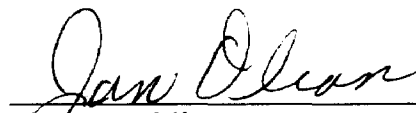
JPMorgan Chase Bank,
as Agent

By: Neil R. Boylan
Name: Neil Boylan
Title: Managing Director

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On the 14th day of February, 2002, before me personally came John A. Feenan, who is personally known to me to be the Sr. Vice President & Chief Financial Officer of Jostens, Inc., a Minnesota corporation; who, being duly sworn, did depose and say that he is the Sr. Vice President & Chief Financial Officer in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.






Notary Public

[NOTARIAL SEAL]

STATE OF NEW YORK)
COUNTY OF New York) ss:

On the 5th day of March, 2002, before me personally came Neil R. Boylan who is personally known to me to be the Managing Director of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that he is the Managing Director in such corporation, the corporation described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2003


Notary Public

[NOTARIAL SEAL]

SCHEDULE A

**AFTER ACQUIRED TRADEMARKS
AS OF DECEMBER 14, 2001**

Title	Application or Registration No.
JOSTENS NETLINE	75/885,877
RING WIZARD	76/323,749
CAMPUS GEAR	76/322,915
SAFE HAVEN	76/318,745
WHAT'S UP	76/244,753
IT PAYS	2,490,716
JOSTENS	2,406,471
WRITE NOW!	2,493,508
JOSTENS	2,381,423
JOSTENS RENAISSANCE	2,430,809
HEAR THE YEAR	2,307,190
GLOWTOUCH	2,411,149
JOSTENS IMAGEBASE	2,444,613
JOSTENS LEARNING CENTER	1,627,668