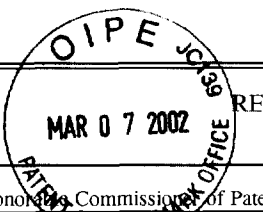


T.P.

03-15-2002



Form PTO-1594

(Rev 6-93)



102017785

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3-7-02
 COMMEMORATIVE BRANDS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 *Corporations
 Other _____

2. Name and address of receiving party(ies):
 Name: THE BANK OF NOVA SCOTIA, as administrative agent
 Internal Address: _____

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

Street Address: One Liberty Plaza

3. Nature of conveyance:

Assignment Merger
 * Security Agreement Change of Name
 Other _____

City: New York State: NY ZIP: 10006
Country: _____

Execution Date: February 20, 2002

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 * Other bank, financial institution

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 trademark number(s): SEE SCHEDULE I
 If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark No.(s) SEE SCHEDULE I

Additional numbers attached * Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert E. Rude II
 Internal Address: Mayer, Brown, Rowe & Maw

 Street Address: 1909 K Street, NW
 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 82

7. Total fee (37 CFR 3.41): \$ 2,065.00

* Enclosed (Check No. 1352)

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Robert E. Rude II
Name of Person Signing

RER II
Signature

March 7, 2002
Date

Total number of pages comprising cover sheet and document attachments: 10

03/14/2002 6TON11 00000169 751685

01 FC:481
02 FC:482

40.00 DP
2025.00 DP

TRADEMARK
REEL: 002459 FRAME: 0090



SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
U.S.	14-K and design	751,685	06/25/63
U.S.	14K and heart design	750,851	06/11/63
U.S.	ACADEMY SERIES BY BALFOUR	2,126,269	12/30/97
U.S.	ACCR and design	1,301,528	10/23/84
U.S.	ALLEGRO	1,301,533	10/23/84
U.S.	AMERICA'S MASTER JEWELER	1,418,308	11/25/86
U.S.	ARTCARVED	764,668	02/11/64
U.S.	BAL	2,425,520	01/30/01
U.S.	BALFOUR	1,373,682	12/03/85
U.S.	BALFOUR "CHOICE OF CHAMPIONS"	2,138,090	02/24/98
U.S.	BALFOUR FITS YOUR LIFE	2,383,837	09/05/00
U.S.	BALFOUR HOUSE DESIGN	1,267,451	02/14/84
U.S.	BALFOUR SPORTS (STYLIZED)	2,441,434	04/03/01
U.S.	BELLAIRE	766,694	03/17/64
U.S.	CAMPUS	1,315,677	01/22/85
U.S.	CELEBRATIONS OF LIFE	2,013,791	11/05/96
U.S.	CELESTRIUM	1,182,023	12/15/81
U.S.	CEME AND DESIGN	751,246	06/18/63
U.S.	CLASS RINGS LIMITED DESIGN	2,053,689	04/15/97
U.S.	CLASS THOUGHTS	2,029,920	01/14/97
U.S.	DESIGN	1,368,860	11/05/85
U.S.	DESIGNER	1,099,453	08/15/78
U.S.	DIMONIQUE	1,305,827	11/20/84
U.S.	DYNALLOY	1,702,485	07/21/92
U.S.	EVERLASTING	1,279,766	05/29/84
U.S.	FREEDOM OF CHOICE	1,293,285	09/04/84
U.S.	G L DESIGN	2,170,084	06/30/98
U.S.	GENERATIONS OF LOVE	2,189,715	09/15/98
U.S.	GOLDEN DYNALLOY	1,702,486	07/21/92
U.S.	GOLDEN SADDLE	1,340,604	06/11/85
U.S.	GOLDEN SADDLE	1,229,607	03/08/83
U.S.	GRADUATE TO GOLD	1,690,099	06/02/92
U.S.	HERALDRY HOUSE	1,936,229	11/14/95
U.S.	IMAGE INLAY	930,499	03/07/72
U.S.	J R AND DESIGN		

U.S.	JEWELRY FOR GENERATIONS	2,026,934	12/31/96
U.S.	JEWELRY'S FINEST CRAFTSMAN	785,584	02/23/65
U.S.	JOHN ROBERTS	1,598,500	05/29/90
U.S.	K AND DESIGN	2,063,574	05/20/97
U.S.	KEEPSAKE	1,476,898	02/16/88
U.S.	KEEPSAKE AND DESIGN	1,892,645	05/02/95
U.S.	KEEPSAKE (Block Letters)	1,799,274	10/19/93
U.S.	KEEPSAKE (Stylized)	917,169	07/27/71
U.S.	KEEPSAKE (Stylized - with tail)	277,153	11/11/30
U.S.	KEEPSAKE DIAMOND REPLICA	1,932,381.	10/31/95
U.S.	KEEPSAKE PERSONALIZED MARRIAGE	1,932,380	10/31/95
U.S.	KEYHOLE DESIGN	1,768,581	05/04/93
U.S.	KEYSTONE	1,805,999	11/23/93
U.S.	KEYSTONE (stylized)	1,976,772	05/28/96
U.S.	KEYSTONE AND DESIGN	1,398,462	06/24/86
U.S.	KPS	1,356,522	08/27/85
U.S.	Lazy W (Design only)	764,669	02/11/64
U.S.	LETTERMAN	1,704,202	07/28/92
U.S.	LGB	0414464	06/12/45
U.S.	MASTER	1,594,125.	05/01/90
U.S.	MIDNIGHT STAR	755,467	08/27/63
U.S.	NS	1,985,712	07/09/96
U.S.	PANDORA LTD.	1,852,353	09/06/94
U.S.	PERMANENT VALUE PLAN	967,840	09/04/73
U.S.	QUALIUM	1,596,306	05/15/90
U.S.	R. JOHNS	1,904,358	07/11/95
U.S.	R. JOHNS, LTD.	1,904,359	07/11/95
U.S.	RECOGNIZING LIFE'S ACHIEVEMENTS	2,331,035	03/21/00
U.S.	REFLECTION SERIES BY BALFOUR	2,179,081	08/04/98
U.S.	RING OF CHAMPIONS	2,095,726	09/09/97
U.S.	NAME-SAKE	1,934,198	11/07/95
U.S.	SILADIUM	989,301	07/30/74
U.S.	STARFIRE	2,310,595	01/25/00
U.S.	THE BALFOUR BLUE BOOK	1,368,909	11/05/85
U.S.	THE DESIGNER COLLECTION	1,365,476	10/15/85
U.S.	VALADIUM	1,462,750	10/27/87
U.S.	WHITE FIRE	1,220,792	12/21/82
U.S.	WHITE FIRE DIAMOND RINGS & DESIGN	1,193,591	04/13/82
U.S.	YOUR BALFOUR COLLEGE RING... THE WEARABLE RESUME	2,502,361.	10/30/01
Bahamas	STARFIRE	4815	06/26/80
Bahamas	KEEPSAKE	9921	06/26/80
Barbados	KEEPSAKE	5893	08/12/86

39

Canada	ACCR and design	309229	12/13/85
Canada	ARTCARVED	51076	04/15/53
Canada	ARTCARVED BRIDAL JEWELRY and design	495916	
Canada	ARTCARVED CLASS RINGS	319292	10/10/86
Canada	BALFOUR and house design (hexagon)	289600	
Canada	J R AND DESIGN	327135	05/01/87
Canada	KEEPSAKE	UCA11868	06/13/39
Canada	KEEPSAKE	284006	10/07/83
Canada	KEYHOLE DESIGN	443877	06/16/95
Canada	KEYSTONE (WORD)	425800	03/25/94
Canada	KEYSTONE AND DESIGN	457258	05/17/96
Canada	LAZY W	135,814	05/15/64
Canada	P.V.P.	137485	
Canada	PERMANENT VALUE PLAN	137507	09/25/64
Canada	S Design	323388	02/06/87
Canada	SILADIUM	319,431	10/10/86
Costa Rica	ARTCARVED	98648	01/07/97
El Salvador	ARTCARVED	152660305	01/16/98
Guatamala	ARTCARVED	88415	04/12/97
Japan	KEEPSAKE	2206366	01/30/90
Mexico	ARTCARVED	383987	04/13/89
Mexico	CLASS THOUGHTS	517893	01/30/96
Mexico	KEYHOLE DESIGN	470255	02/04/93
Mexico	KEYSTONE (WORD)	436961	02/04/93
Mexico	KEYSTONE AND DESIGN	460405	01/04/93
Panama	ARTCARVED	81264	01/30/96
Puerto Rico	KEEPSAKE	14805	12/20/87
Spain	ARTCARVED	152660305	
Turkey	KEEPSAKE	12163	07/21/94
Venezuela	KEEPSAKE	105199	11/21/83
Venezuela	KEEPSAKE	25576	10/06/81
Venezuela	BALFOUR	47033	03/31/64

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	BOY'S ALL*STAR	75/111,974	05/30/96
U.S.	CLASS OF YOUR OWN	75/484,104	05/06/98
U.S.	DIAMOND DATES	76/311,612	09/10/01

U.S.	GIRL'S ALL*STAR	75/111,746	05/30/96
U.S.	GRADUATION CELEBRATION	75/470,814	04/20/98
U.S.	GRADUATION CELEBRATION	76/129,040	09/14/00
U.S.	TAYLOR (swish design)	76/314,803	09/18/01
U.S.	THE ALL STAR SERIES	75/111,745	05/30/96
Mexico	ARTCARVED BRIDAL JEWELRY	320855	

Trademark Applications In Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products</u>
U.S.	DIAMOND DATES (stylized)	026745.3090	02/28/02	Jewelry
Canada	TAYLOR (swish design)	026745.3041	03/18/02	Jewelry
Mexico	TAYLOR (swish design)	026745.3042	03/18/02	Jewelry

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark(s)</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
U.S., Guam, Bahamas, Canada, Japan, Puerto Rico, Trinidad, Venezuela	Keepsake marks, K, White Fire marks, Midnight Star	Commemorative Brands, Inc.	Frederick Goldman, Inc.	12/22/97	08/31/08, automatic renewal for additional 5 year terms

4



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2002 (this "Security Agreement"), is made by COMMEMORATIVE BRANDS, INC. (the "Grantor") in favor of THE BANK OF NOVA SCOTIA, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of February 20, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among American Achievement Corporation (formerly known as Commemorative Brands Holding Corp.), a Delaware corporation (the "Borrower"), the Lenders, General Electric Capital Corporation, as the Syndication Agent for the Lenders, Bankers Trust Company, as the Documentation Agent for the Lenders and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Subsidiary Pledge and Security Agreement, dated as of February 20, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Agreement");

WHEREAS, pursuant to the Credit Agreement and the Agreement, the Grantor is required to execute and deliver this Security Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided in the Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business

associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

- (b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);
- (c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (d) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Security Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The 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 its benefit and the ratable benefit of each other Secured Party under the Agreement. The Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Security Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

COMMEMORATIVE BRANDS, INC.

By: Sherice P. Bench

Name: Sherice P. Bench

Title: Chief Financial Officer

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

COMMEMORATIVE BRANDS, INC.

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Name: Jerome Noto
Title: Director

17051473