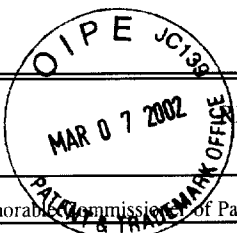


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03-15-2002



Form PTO-1594 (Rev 6-93)

RECO: TR



U.S. Department of Commerce Patent and Trademark Office

102017801

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

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

Individual(s) Association
 General Partnership Limited Partnership
*Corporations
 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 20, 2002

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

 Street Address: One Liberty Plaza

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

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: 99
 7. Total fee (37 CFR 3.41): \$ 2,490.00
 * Enclosed (Check No. 1340)
 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 RSK II March 7, 2002
 Name of Person Signing Signature Date

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

03/14/2002 6TON11 00000174 1427881
 01 FC:481 40.00 OP
 02 FC:482 2450.00 OP

TRADEMARK REEL: 002459 FRAME: 0773



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. | ANNUAL SURVEY OF HIGH ACHIEVERS | 1,427,881 | 02/03/87 |
| U.S. | COLLEGE BOUND DIGEST | 1,521,769 | 01/24/89 |
| U.S. | COLLEGE-BOUND DIGEST | 1,289,534 | 08/07/84 |
| U.S. | CRS | 1,602,930 | 06/19/90 |
| U.S. | EDUCATIONAL COMMUNICATIONS | 1,652,639 | 07/30/91 |
| U.S. | EDUCATIONAL COMMUNICATIONS SCHOLARSHIP FOUNDATION | 1,267,915 | 02/21/84 |
| U.S. | EDUCATIONAL COMMUNICATIONS, INC. | 1,227,499 | 02/15/83 |
| U.S. | EDUCATIONAL COMMUNICATIONS, INC. | 1,279,172 | 05/22/84 |
| U.S. | FEATHER DESIGN | 1,562,662 | 10/24/89 |
| U.S. | FEATHER DESIGN | 1,279,896 | 05/29/84 |
| U.S. | FEATHER DESIGN | 1,269,802 | 03/13/84 |
| U.S. | FEATHER DESIGN | 1,286,045 | 07/17/84 |
| U.S. | FEATHER DESIGN | 1,270,216 | 03/13/84 |
| U.S. | FEATHER DESIGN | 1,306,934 | 11/27/84 |
| U.S. | HONORING AMERICA'S OUTSTANDING COLLEGE STUDENTS | 2,356,378 | 06/06/00 |
| U.S. | HONORING TOMORROW'S LEADERS TODAY | 1,237,383 | 05/10/83 |
| U.S. | HONORING TOMORROW'S LEADERS TODAY | 1,233,603 | 04/05/83 |
| U.S. | HONORING TOMORROW'S LEADERS TODAY | 1,231,889 | 03/22/83 |
| U.S. | HONORING TOMORROW'S LEADERS TODAY | 1,262,961 | 01/03/84 |
| U.S. | HONORING TOMORROW'S LEADERS TODAY | 1,536,873 | 04/25/89 |
| U.S. | MORTARBOARD DESIGN | 1,233,557 | 04/05/83 |
| U.S. | MORTARBOARD DESIGN | 1,538,526 | 05/09/89 |
| U.S. | MORTARBOARD DESIGN | 1,584,665 | 02/27/90 |
| U.S. | MORTARBOARD DESIGN | 1,235,810 | 04/26/83 |
| U.S. | MORTARBOARD DESIGN | 1,214,291 | 10/26/82 |

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| U.S. | MORTARBOARD DESIGN | 1,253,784 | 10/11/83 |
| U.S. | MORTARBOARD DESIGN | 1,510,245 | 10/25/88 |
| U.S. | MORTARBOARD DESIGN | 1,269,830 | 03/13/84 |
| U.S. | MORTARBOARD DESIGN | 1,228,517 | 02/22/83 |
| U.S. | SRS | 1,578,049 | 01/16/90 |
| U.S. | STUDENT REFERRAL SERVICE | 1,453,579 | 08/16/87 |
| U.S. | THE BEST TEACHERS IN AMERICA SELECTED BY THE BEST STUDENTS | 1,878,333 | 02/07/95 |
| U.S. | THE BEST TEACHERS IN AMERICA SELECTED BY THE BEST STUDENTS | 1,832,243 | 04/19/94 |
| U.S. | THE BEST TEACHERS IN AMERICA SELECTED BY THE BEST STUDENTS | 1,776,124 | 08/08/93 |
| U.S. | THE BEST TEACHERS IN AMERICA SELECTED BY THE BEST STUDENTS | 1,699,480 | 07/07/92 |
| U.S. | THE COLLEGE REFERRAL SERVICE | 1,371,790 | 11/19/85 |
| U.S. | THE NATIONAL DEAN'S LIST | 1,531,337 | 03/21/89 |
| U.S. | THE NATIONAL DEAN'S LIST | 1,247,029 | 08/02/83 |
| U.S. | THE NATIONAL DEAN'S LIST | 1,763,265 | 04/08/93 |
| U.S. | THE NATIONAL DEAN'S LIST ALUMNI ASSOCIATION | 1,787,618 | 08/20/93 |
| U.S. | THE NATIONAL DEAN'S LIST AND DESIGN | 1,604,536 | 07/03/90 |
| U.S. | THE NATIONAL DEAN'S LIST AND DESIGN | 1,534,731 | 04/11/89 |
| U.S. | THE NATIONAL DEAN'S LIST AND DESIGN | 1,266,349 | 02/07/84 |
| U.S. | THE NATIONAL DEAN'S LIST AND DESIGN | 1,233,602 | 04/05/83 |
| U.S. | THE NATIONAL DEAN'S LIST AND DESIGN | 1,229,605 | 03/08/83 |
| | THE NATIONAL DEAN'S LIST AND DESIGN | 1,238,293 | 05/17/83 |
| U.S. | THE NATIONAL DEAN'S LIST AND DESIGN | 1,260,236 | 02/06/83 |
| U.S. | WHO'S WHO AMONG AMERICA'S TEACHERS | 1,596,872 | 05/15/90 |
| U.S. | WHO'S WHO AMONG AMERICA'S TEACHERS | 1,873,885 | 11/17/95 |
| U.S. | WHO'S WHO AMONG AMERICA'S TEACHERS | 1,659,216 | 10/01/91 |
| U.S. | WHO'S WHO AMONG AMERICA'S TEACHERS | 1,899,189 | 06/13/95 |
| U.S. | WHO'S WHO AMONG AMERICA'S TEACHERS | 1,871,371 | 01/03/95 |

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| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,238,888 | 05/17/83 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,044,814 | 07/27/76 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,755,706 | 03/02/93 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,267,914 | 02/21/84 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,571,332 | 12/12/89 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,541,690 | 05/30/89 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,606,342 | 07/17/90 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,221,233 | 12/21/82 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,215,740 | 11/09/82 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,221,763 | 12/28/82 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,259,455 | 11/29/83 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,245,969 | 07/19/83 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 1,296,043 | 09/18/84 |
| U.S. | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENT ALUMNI ASSOCIATION | 2,479,133 | 08/21/01 |
| U.S. | WHO'S WHO REPORTS | 1,222,572 | 01/04/83 |
| U.S. | WHO'S WHO REVIEW | 1,397,634 | 06/17/86 |
| California | THE NATIONAL DEAN'S LIST | 095035 | 10/28/91 |
| California | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 095057 | 10/28/91 |
| Colorado | THE NATIONAL DEAN'S LIST | 19921100546 | 10/19/92 |
| Colorado | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 19931056646 | 06/01/93 |
| Connecticut | THE NATIONAL DEAN'S LIST | 8958 | 05/21/93 |
| Connecticut | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 8957 | 05/21/93 |
| Florida | THE NATIONAL DEAN'S LIST | T11487 | 07/25/89 |
| Florida | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | T11488 | 07/25/89 |
| Florida | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | T05932 | 10/07/85 |

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| Florida | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | T05933 | 10/07/86 |
| Florida | WHO'S WHO REVIEW | T05934 | 10/07/86 |
| Georgia | THE NATIONAL DEAN'S LIST | T-11653 | 05/11/92 |
| Georgia | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | T-11564 | 05/11/92 |
| Illinois | THE NATIONAL DEAN'S LIST | 54809 | 05/11/84 |
| Illinois | EDUCATIONAL COMMUNICATIONS SCHOLARSHIP FOUNDATION | 54808 | |
| Illinois | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 54810 | 05/11/84 |
| Kentucky | THE NATIONAL DEAN'S LIST | 10960 | 11/05/93 |
| Kentucky | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 10959 | 11/05/93 |
| Maryland | THE NATIONAL DEAN'S LIST | 19927403 | 01/08/92 |
| Maryland | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 19927404 | 01/08/92 |
| Massachusetts | THE NATIONAL DEAN'S LIST | 47496 | 12/04/92 |
| Massachusetts | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 47517 | 12/14/92 |
| New Jersey | THE NATIONAL DEAN'S LIST | 10377 | |
| New Jersey | THE NATIONAL DEAN'S LIST | 00000000 | 04/27/92 |
| New Jersey | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 10376 | |
| New York | THE NATIONAL DEAN'S LIST | R-26988 | 08/18/92 |
| New York | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | R-26989 | |
| Texas | THE NATIONAL DEAN'S LIST | 051958 | 07/07/92 |
| Virginia | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 0920728 | 08/19/92 |
| Virginia | THE NATIONAL DEAN'S LIST | 0920728 | 07/28/92 |
| Virginia | WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS | 0920728 | 07/28/92 |

Pending Trademark Applications - N/A

Item B. Trademark Licenses - N/A



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2002 (this "Security Agreement"), is made by EDUCATIONAL COMMUNICATIONS, 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.

EDUCATIONAL COMMUNICATIONS, INC.

By: Sherice P. Bench

Name: **Sherice P. Bench**

Title: **Chief Financial Officer**

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____

Name:

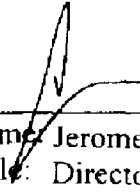
Title:

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.

EDUCATIONAL COMMUNICATIONS, INC.

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By:  _____
Name: Jerome Noto
Title: Director