



03-15-2002

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Form PTO-1594 (Rev 6-93)



U.S. Department of Commerce Patent and Trademark Office

102017784

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

1. Name of conveying party(ies):  
TAYLOR PUBLISHING COMPANY

*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: 14

7. Total fee (37 CFR 3.41): \$ 365.00  
\* Enclosed (Check No. 1346 )  
 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: 7

03/14/2002 6TON11 00000170 2032446

01 FC:481                      40.00 OP  
02 FC:482                      325.00 OP

**TRADEMARK**  
**REEL: 002461 FRAME: 0475**



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.	DESIGNCHECK	2,032,446	01/21/97
U.S.	EZPIX	2,263,634	07/20/99
U.S.	INDEXVISION	1,483,179	04/05/88
U.S.	MONEYVISION	1,471,319	01/05/88
U.S.	NET CHEK	2,411,040	02/05/00
U.S.	PAGEVISION	1,541,265	05/30/89
U.S.	TYPEVISION	1,501,046	08/23/88
U.S.	ULTRAVISION	2,198,157	10/20/98
U.S.	YEARZINE	2,321,891	02/22/00

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	ELITEVISION	76/178,190	12/08/00
U.S.	SAM (and design)	76/208,495	02/08/01
U.S.	SMART PAY	76/176,954	12/04/00
U.S.	SPECTRA	76/343,521	11/28/01
U.S.	YB!PRO	76/342,917	11/28/01

Trademark Applications In Preparation - 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 TAYLOR PUBLISHING COMPANY (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.

TAYLOR PUBLISHING COMPANY

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.

TAYLOR PUBLISHING COMPANY

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

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Jerome Noto  
Title: Director

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