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COVER SHEET
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Order the attached original documents or copy thereof.

1. Name of conveying party(ies): **5.304**
Educational Communications, Inc.
☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- Illinois
☐ Other
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Pledge and Security Agreement
Execution Date: March 25, 2004

2. Name and address of receiving party(ies):
Name: Goldman Sachs Credit Partners, L.P.
Internal Address:
Street Address: 85 Broad Street
City: New York State: NY Zip: 10004
☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☒ Limited Partnership
☐ Corporation-State
☐ Other
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

MAY 3 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78255098, 78255290, 78255295, 78336988

B. Trademark Registration No.(s)
1427881, 1521769, 1602930, 1267915
1227499, 2479133, 1899189, 1878333

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Julie L. Dalke, Esq.
Internal Address: Latham & Watkins LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 65

7. Total fee (37 CFR 3.41).....\$ 1,640.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number
500524 (For additional fees, if any)

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

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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.
Anna T. Kwan
Name of Person Signing
Signature
April 30, 2004
Date

Total number of pages including cover sheet, attachments, and document: 91

Main documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/12/2004 REGISTRATION 00000081 78255098

01 FC:8521
02 FC:8522

40.00 DP
1600.00 DP

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TRADEMARK
REEL: 002961 FRAME: 0301

4b. Trademark Registration Numbers continued

1044814	1266349	2356378
1231889	1267914	1755706
1247029	1269830	1763265
1269802	1270216	1787618
1279172	1279896	1832243
1371790	1286045	1871371
1397634	1289534	1873885
1438723	1296043	
1453579	1306934	
1578049	1510245	
1584665	1531337	
1659216	1534731	
1215740	1536873	
1221763	1538526	
1221233	1541690	
1228517	1562662	
1233557	1571332	
1233603	1596872	
1245969	1596872	
1253784	1604536	
1259455	1606342	
1260236	1652639	
1262961	2709041	

PLEDGE AND SECURITY AGREEMENT

dated as of March 25, 2004

between

EACH OF THE GRANTORS PARTY HERETO

and

GOLDMAN SACHS CREDIT PARTNERS L.P.,

as the Collateral Agent

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This **PLEDGE AND SECURITY AGREEMENT**, dated as of March 25, 2004 (this "**Agreement**"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "**Grantor**"), and Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among **ACC ACQUISITION CORP.**, a Delaware corporation ("**ACC**"), **ACC HOLDING CORP.**, a Delaware corporation ("**Holdings**"), **CERTAIN SUBSIDIARIES OF AMERICAN ACHIEVEMENT CORPORATION**, as Guarantors, the Lenders party hereto from time to time, **GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP")**, as Joint Lead Arranger, Joint Book Runner, Administrative Agent (together with its permitted successors in such capacity, "**Administrative Agent**") and as Collateral Agent (together with its permitted successor in such capacity, "**Collateral Agent**"), **DEUTSCHE BANK SECURITIES INC. ("DBSI")**, as a Joint Lead Arranger and Joint Bookrunner, **DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH ("DBCI")** as Syndication Agent (in such capacity, "**Syndication Agent**") and **CIT LENDING SERVICES CORPORATION**, **GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital")**, as a Co-Documentation Agent and **MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC. ("ML")**, as a Co-Documentation Agent (each, in such capacity, a "**Co-Documentation Agent**");

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements with one or more Lender Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed to secure such Grantor's obligations under the Credit Documents and the Hedge Agreements as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

1.1 General Definitions. In this Agreement, the following terms shall have the following meanings:

"**Account Debtor**" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"**Accounts**" shall mean all "accounts" as defined in Article 9 of the UCC, including Health-Care Insurance Receivables.

"**Additional Grantors**" shall have the meaning assigned in Section 5.2.

"**Agreement**" shall have the meaning set forth in the preamble.

"Assigned Agreements" shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, including, without limitation, each Material Contract, as each such agreement may be amended, supplemented or otherwise modified from time to time.

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"Cash Proceeds" shall have the meaning assigned in Section 7.7.

"Chattel Paper" shall mean all "chattel paper" as defined in Article 9 of the UCC, including, without limitation, "electronic chattel paper" or "tangible chattel paper", as each term is defined in Article 9 of the UCC.

"Collateral" shall have the meaning assigned in Section 2.1.

"Collateral Account" shall mean any account established by the Collateral Agent.

"Collateral Agent" shall have the meaning set forth in the preamble.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

"Commodities Accounts" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Commodities Accounts" (as such schedule may be amended or supplemented from time to time).

"Company" shall have the meaning set forth in the preamble.

"Controlled Foreign Corporation" shall mean "controlled foreign corporation" as defined in the Tax Code.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

"Copyrights" shall mean all United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Credit Agreement" shall have the meaning set forth in the recitals.

"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Deposit Accounts" (as such schedule may be amended or supplemented from time to time).

"Documents" shall mean all "documents" as defined in Article 9 of the UCC.

"Equipment" shall mean: (i) all "equipment" as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

"General Intangibles" (i) shall mean all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

"Grantors" shall have the meaning set forth in the preamble.

"Health-Care Insurance Receivable" shall mean all "health-care-insurance receivable" as defined in Article 9 of the UCC.

"Instruments" shall mean all "instruments" as defined in Article 9 of the UCC.

"Insurance" shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Inventory" shall mean (i) all "inventory" as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

"Investment Accounts" shall mean the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

"Investment Related Property" shall mean: (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

"Lender" shall have the meaning set forth in the recitals.

"Letter of Credit Right" shall mean "letter-of-credit right" as defined in Article 9 of the UCC.

"Lien" shall mean (i) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) in the case of Pledged Equity Interests, any purchase option, call or similar right of a third party with respect to such Pledged Equity Interests.

"Money" shall mean "money" as defined in the UCC.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

"Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Permitted Sale" shall mean those sales, transfers or assignments permitted by the Credit Agreement.

"Pledge Supplement" shall mean any supplement to this agreement in substantially the form of Exhibit A.

"Pledged Debt" shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading "Pledged LLC Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities

intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

"Proceeds" shall mean: (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

"Record" shall have the meaning specified in Article 9 of the UCC.

"Secured Obligations" means (i) "Obligations" as defined in the Credit Agreement and (ii) all obligations of every nature of each Credit Party from time to time owed to the Bank of Nova Scotia under the Gold Consignment Agreement and the guaranty thereof as in effect on the Closing Date and as amended in accordance with Section 6.16 of the Credit Agreement.

"Secured Parties" shall mean the Lenders, the Bank of Nova Scotia as consignor under the Gold Consignment Agreement as in effect on the Closing Date and as amended in accordance with Section 6.16 of the Credit Agreement and the Lender Counterparties and shall include, without limitation, all former Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

"Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments

commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Securities Accounts" (as such schedule may be amended or supplemented from time to time).

"Supporting Obligation" shall mean all "supporting obligations" as defined in Article 9 of the UCC.

"Tax Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

"Trademarks" shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"United States" shall mean the United States of America.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables and Receivable Records;

(m) Commercial Tort Claims to the extent listed in Schedule 4.8 hereto (as such schedule may be amended, supplemented or modified from time to time);

(n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2.1 hereof attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) in any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without resulting in repatriation of earnings, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations with respect to every Grantor.

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or

enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral free and clear of any and all Liens, rights or claims of all other Persons, including, without limitation, liens arising as a result of such Grantor becoming bound (as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, other than Permitted Liens;

(ii) it has indicated on Schedule 4.1(A)(as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number, if any and (z) the jurisdiction where the chief executive office or its sole place of business is (or the principal residence if such Grantor is a natural person), and for the one-year period preceding the date hereof has been, located;

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the five (5) years prior to the Closing Date, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C), it has not changed its name, jurisdiction of organization, chief executive office or sole place of business (or principal residence if such Grantor is a natural person) or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the five (5) years prior to the Closing Date;

(v) it has not within the five (5) years prior to the Closing Date become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time);

(vi) with respect to each agreement identified on Schedule 4.1(D), it has indicated on Schedule 4.1 (A) and Schedule 4.1(B) the information required pursuant to Section 4.1(a)(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) (u) upon the filing of all UCC financing statements naming each Grantor as "debtor" and each Collateral Agent as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 4.01(E) hereof (as such schedule may be amended or supplemented from time to time)

and other filings delivered by each Grantor, (v) upon delivery of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt, (w) upon sufficient identification of Commercial Tort Claims, (x) upon execution of a control agreement establishing the Collateral Agent's "control" (within the meaning of Section 9-806, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account, (y) upon consent of the issuer with respect to Letter of Credit Rights, and (z) upon recordation of the security interests granted hereunder in Patents, Trademarks and Copyrights in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to the Collateral Agent hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Liens and the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral;

(viii) other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (y) financing statements filed in connection with Permitted Liens;

(ix) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (vii) above and (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities;

(x) all information supplied by any Grantor with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects;

(xi) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(xii) it does not own any "as extracted collateral" (as defined in the UCC) or any timber to be cut; and

(xiii) Such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees

that:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and such Grantor shall defend the Collateral against all Persons at any time claiming any interest therein;

(ii) it shall not produce, use or permit any Collateral to be used in violation of any provision of this Agreement or in any material respect unlawfully or in violation of any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(iii) it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise) sole place of business (or principal residence if such Grantor is a natural person), chief executive office, type of organization or jurisdiction of organization or unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least fifteen (15) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business (or principal residence if such Grantor is a natural person), chief executive office, jurisdiction of organization and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions reasonably requested by the Collateral Agent to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iv) if the Collateral Agent or any Secured Party gives value to enable Grantor to acquire rights in or the use of any Collateral, it shall use such value for such purposes and such Grantor further agrees that repayment of any Obligation shall apply on a "first-in, first-out" basis so that the portion of the value used to acquire rights in any Collateral shall be paid in the chronological order such Grantor acquired rights therein;

(v) it shall not take or permit any action which could impair the Collateral Agent's rights in the Collateral other than Permitted Sales and the granting of Permitted Liens; and

(vi) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as Permitted Sales.

4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) all of the Equipment and Inventory included in the Collateral was kept for five (5) years prior to the Closing Date only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time) or in the possession of salesmen in the ordinary course of business; and

(ii) any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall notify the Collateral Agent in writing, annually and at such other times as the Collateral Agent may reasonably request by executing and delivering to the Collateral Agent the annual collateral verification required by Section 5.1(o) of the Credit Agreement or an amendment or supplement to Schedule 4.2, as applicable, of any change in location of where it keeps the Equipment, Inventory and any Document evidencing any Equipment and Inventory, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) take all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(ii) it shall keep correct and accurate records of the Inventory, as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar business, and in any event in conformity with GAAP;

(iii) it shall not deliver any Document evidencing any Equipment and Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent;

(iv) with respect to any item of Equipment in excess of \$100,000 individually or \$1,000,000 in the aggregate which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, (A) provide information with respect to any such Equipment, (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (C) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby; and

(v) it shall notify the Collateral Agent promptly and in any event within thirty (30) days of any Inventory or Equipment in excess of \$100,000 individually or \$1,000,000 in the aggregate coming in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor.

4.3 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) each Receivable arose from bona fide transactions in the ordinary course of business; and

(ii) no Receivable is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.3(c).

that: (b) Covenants and Agreements: Each Grantor hereby covenants and agrees

(i) it shall keep and maintain at its own cost and expense accurate and complete records of the Receivables, as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar businesses, and in any event in conformity with GAAP;

(ii) it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect on the value of such Receivable as Collateral other than in the ordinary course of business. Other than in the ordinary course of business and except as otherwise provided in subsection (iii) below, following an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon;

(iii) except as otherwise provided in this subsection, each Grantor may continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and may exercise each right it may have under any Receivable any Supporting Obligation or Collateral Support, in each case, at its own expense; provided however, at any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent may: (1) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (3) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable,

or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon;

(iv) except as it shall determine otherwise in the ordinary course of business, it shall use its commercially reasonable efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable; and

(v) it shall notify the Collateral Agent in writing promptly and in any event within thirty (30) days after receipt of any Receivable in excess of \$50,000 individually or \$250,000 in the aggregate in respect of which the Account Debtor is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of \$50,000 individually or \$250,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within thirty (30) days of such Grantor acquiring rights therein. With respect to any Receivables in excess of \$50,000 individually or \$250,000 in the aggregate which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within thirty (30) days of such Grantor acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of the Collateral Agent in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the Collateral Agent.

4.4 Investment Related Property. Investment Related Property Generally

(a) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) in the event it acquires rights in any Investment Related Property after the date hereof, it shall deliver to the Collateral Agent, no less frequently than on a quarterly basis or as otherwise expressly required by the Credit Agreement, a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition

of Collateral without further action and (b) such Grantor shall immediately take all steps reasonably requested by the Collateral Agent to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain all cash dividends and distributions and all payments of interest;

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 4.4(b) on or before the Credit Date and with respect to any Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 4.4(b) within thirty (30) days of acquiring rights therein, in each case in form and substance satisfactory to the Collateral Agent. With respect to any Investment Related Property that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account), it shall cause any issuer of such uncertificated security which is a Subsidiary, and shall use commercially reasonable efforts to cause any issuer of such uncertificated security which is not a Subsidiary, to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto, pursuant to which such issuer agrees to comply with the Collateral Agent's instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

- (1) except as otherwise provided under the covenants and agreements relating to investment related property in this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; it being understood, however, that neither the voting by such Grantor of any Pledged Stock for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to

incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section 4.4(c)(i)(1), and no notice of any such voting or consent need be given to the Collateral Agent; and

- (2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above;

(ii) Upon either delivery by any Grantor to Collateral Agent of written notice that an Event of Default has occurred and is continuing, or delivery by Collateral Agent or the Administrative Agent to Grantor of written notice that the Event of Default exists:

- (A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and
- (B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.1.

4.4.2 Pledged Equity Interests

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Pledged Stock," "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule, all of which is true, accurate and complete as of the Closing Date or thereafter, as of the date on which financial statements were required to be provided under the Credit Agreement for the last Fiscal Quarter then ended or the last date such Schedule 4.4(A) was otherwise required to be amended or supplemented in accordance with the Credit Agreement;

(ii) except as set forth on Schedule 4.4(B), it has not acquired any equity interests of another entity or substantially all the assets of another entity within the five (5) years prior to the Closing Date;

(iii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Liens and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iv) no material consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary in connection with the creation, perfection or first priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof; and

(v) except as otherwise set forth in Schedule 4.4 hereto, none of the Pledged LLC Interests nor Pledged Partnership Interests issued by any Grantor or any Subsidiary thereof are or represent interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets.

that: (b) Covenants and Agreements. Each Grantor hereby covenants and agrees

(i) without the prior written consent of the Collateral Agent (which shall not be unreasonably withheld), it shall not vote to enable or take any other action to: (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that adversely affects the validity, perfection or priority of the Collateral Agent's security interest except for Permitted Liens and Permitted Sales, (b) permit any issuer of any Pledged Equity Interest that is a Grantor or a Subsidiary thereof to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer unless such stock or interests is pledged hereunder, (c) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest that is a Subsidiary to dispose of all or a material portion of their assets, (d) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt that would individually or in the aggregate cause a Material Adverse Effect, or (e) cause any Subsidiary of Holdings that is an issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, however, notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (e), such Grantor shall promptly notify the Collateral Agent in writing of any such election or action and, in such event, shall take all steps reasonably requested by the Collateral Agent to establish the Collateral Agent's "control" thereof;

(ii) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to the Collateral Agent and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following the occurrence and during the continuance of an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto; and

(iii) it shall notify the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, promptly if any issuer of Pledged LLC Interests or Pledged Partnership Interests that is a Grantor or a Subsidiary thereof has not opted to be treated as securities under the uniform commercial code of any jurisdiction.

4.4.3 Pledged Debt

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date, that:

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor as of the Closing Date or thereafter, as of the date on which financial statements were required to be provided under the Credit Agreement for the last Fiscal Quarter then ended or the last date such Schedule 4.4 was otherwise required to be amended or supplemented in accordance with the Credit Agreement and all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and constitutes all of the issued and outstanding inter-company Indebtedness.

4.4.4 Investment Accounts

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date, that:

(i) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest as of the Closing Date or thereafter, as of the date on which financial statements were required to be provided under the Credit Agreement for the last Fiscal Quarter then ended or the last date such Schedule 4.4 was otherwise required to be amended or supplemented in accordance with the Credit Agreement. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Deposit Accounts" all of

the Deposit Accounts in which each Grantor has an interest as of the Closing Date or thereafter, as of the date on which financial statements were required to be provided under the Credit Agreement for the last Fiscal Quarter then ended or the last date such Schedule 4.4 was otherwise required to be amended or supplemented in accordance with the Credit Agreement. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having either sole dominion and control (within the meaning of common law) or "control" (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) Each Grantor has taken all actions reasonably requested by the Collateral Agent, including those specified in Section 4.4.4(c), to: (a) establish Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts; and (c) deliver all Instruments to the Collateral Agent.

(b) Delivery and Control

(i) With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements, within thirty (30) days it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that is a "Deposit Account," within thirty (30) days it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto, pursuant to which the Collateral Agent shall have both sole dominion and control over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements with respect to: (i) any Securities Accounts, Securities Entitlements or Deposit Accounts that exist on the Credit Date, as of or prior to the Credit Date and (ii) any Securities Accounts, Securities Entitlements or Deposit Accounts that are created or acquired after the Credit Date, within thirty (30) days after the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts.

In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be reasonably requested by the Collateral Agent, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, the Collateral Agent shall have the right at any time, without notice to any Grantor, to

exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

4.5 [Reserved].

4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) all material letters of credit to which such Grantor has rights as of the Closing Date or thereafter, as of the date on which financial statements were required to be provided under the Credit Agreement for the last Fiscal Quarter then ended or the last date such Schedule 4.6 was otherwise required to be amended or supplemented in accordance with the Credit Agreement is listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) it has obtained the consent of each issuer of any material letter of credit to the assignment of the proceeds of the letter of credit to the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any material letter of credit hereafter arising it shall promptly and in no event later than ten (10) days of its obtaining rights in such material letter of credit rights obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto.

4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.7 (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor as of the Closing Date or thereafter, as of the date on which financial statements were required to be provided under the Credit Agreement for the last Fiscal Quarter then ended or the last date such Schedule 4.7 was otherwise required to be amended or supplemented in accordance with the Credit Agreement;

(ii) it is the owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule 4.7 that it purports to own (as such schedule may be amended or supplemented from time to time); and

(iii) all registrations and applications for Copyrights, Patents and Trademarks purported to be owned by any Grantor are standing in the name of each Grantor.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) it shall not, with respect to any Trademarks which are material to the business of any Grantor, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take all steps reasonably necessary to insure that licensees of such Trademarks use such consistent standards of quality;

(iii) it shall, within thirty (30) days of the creation or acquisition of any Copyrightable work which is material to the business of Grantor, apply to register the Copyright in the United States Copyright Office except for works with respect to which the Grantor has determined with the exercise of its commercially reasonable judgment that it shall not so apply;

(iv) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Grantor and material to its business which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time) except for works with respect to which the Grantor has determined with the exercise of its commercially reasonable judgment that it shall not so apply;

(v) in the event that any Intellectual Property owned by or exclusively licensed to any Grantor that is material to the business of such Grantor is, to such Grantor's knowledge, infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property (except for such works in respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not take any action);

(vi) it shall promptly (but in no event more than thirty (30) days after any Grantor obtains knowledge thereof) report to the Collateral Agent (i) the filing of any application to register any material Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto;

(vii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to

acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired;

(viii) except with the prior consent of the Collateral Agent (not to be unreasonably withheld) or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent and each Grantor shall not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property, except for the Lien created by and under this Agreement and the other Credit Documents; and

(ix) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any material contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts, provided that this shall not apply to standard form contracts entered into in the ordinary course of business.

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$500,000 individually or \$2,500,000 in the aggregate as of the Closing Date or thereafter, as of the date on which financial statements were required to be provided under the Credit Agreement for the last Fiscal Quarter then ended or the last date such Schedule 4.8 was otherwise required to be amended or supplemented in accordance with the Credit Agreement; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of \$500,000 individually or \$2,500,000 in the aggregate hereafter arising it shall promptly and in no event later than ten (10) days of it acquiring rights in such Commercial Tort Claims deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

SECTION 5. ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES; ADDITIONAL GRANTORS.

5.1 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements,

powers of attorney or notices, as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired."

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

5.2 Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a Counterpart Agreement. Upon delivery of any such counterpart agreement to the Collateral Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1 Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time, to take any of the following actions:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may reasonably request for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor;

(g) upon the occurrence and during the continuance of an Event of Default, to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and

(h) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may to the fullest extent permitted by applicable law pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it

would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the reasonable fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2 Application of Proceeds. Except as expressly provided in Section 7 of the Gold Consignment Intercreditor Agreement or elsewhere in this Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against, the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent and its agents and counsel, and all other reasonable expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith, and all advances made by the Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all reasonable costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Secured Obligations for the ratable benefit of the Secured Parties; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, the Collateral Agent may apply the balance from any Deposit Account or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account to or for the benefit of the Collateral Agent.

7.5 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Intellectual Property, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in the Credit Agreement hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property that is material to the business by others and for that purpose agrees to diligently maintain any action, suit or

proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation; and

(ii) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

- (1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and
- (2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 4.3 with respect to payments of Receivables, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other non-cash items (collectively, "**Cash Proceeds**") shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, unless otherwise provided pursuant to Section 4.4(a)(ii), be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise): (i) if no Event of Default shall have occurred and be continuing, shall be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Collateral Agent, (A) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing.

SECTION 8. COLLATERAL AGENT.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties in accordance with the terms of this Section. Collateral Agent may resign at any time by giving thirty (30) days' prior written notice thereof to Lenders and the Grantors, and Collateral Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Grantors and Collateral Agent signed by the Requisite Lenders holding more than 50% of the outstanding Commitments under the Credit Agreement. Upon any such notice of resignation or any such removal, Requisite Lenders shall have the right, upon five (5) Business Days' notice to the Collateral Agent, following receipt of the Grantors' consent (which shall not be unreasonably withheld or delayed and which shall not be required while an Event of Default exists), to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such

successor Collateral Agent or otherwise authorize the filing of such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations (other than unmatured indemnification obligations), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 11. MISCELLANEOUS.

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any

default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

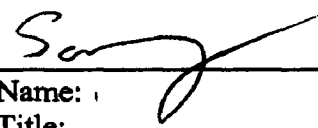
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

AAC HOLDING CORP.

By: 
Name: _____
Title: _____

AAC ACQUISITION CORP.

By: 
Name: _____
Title: _____

**EDUCATIONAL COMMUNICATIONS, INC.
COMMEMORATIVE BRANDS, INC.
TAYLOR SENIOR HOLDING CORP.
TP HOLDING CORP.
TAYLOR PUBLISHING COMPANY
CBI NORTH AMERICA, INC.**

By: _____
Name: _____
Title: _____

**TAYLOR PUBLISHING MANUFACTURING,
L.P.**

By: Taylor Publishing Company
its General Partner

By: _____
Name: _____
Title: _____

**TAYLOR MANUFACTURING HOLDINGS,
LLC**

By: Taylor Publishing Company
its Sole Member

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

AAC HOLDING CORP.

By: _____
Name:
Title:

AAC ACQUISITION CORP.

By: _____
Name:
Title:

**EDUCATIONAL COMMUNICATIONS, INC.
COMMEMORATIVE BRANDS, INC.
TAYLOR SENIOR HOLDING CORP.
TP HOLDING CORP.
TAYLOR PUBLISHING COMPANY
CBI NORTH AMERICA, INC.**

By: Shelice P. Bench
Name:
Title:

**TAYLOR PUBLISHING MANUFACTURING,
L.P.**

By: Taylor Publishing Company
its General Partner

By: Shelice P. Bench
Name:
Title:

**TAYLOR MANUFACTURING HOLDINGS,
LLC**

By: Taylor Publishing Company
its Sole Member

By: Shelice P. Bench
Name:
Title:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as the Collateral Agent

By: William W. Archer

Name:

Title:

William W. Archer
Managing Director

PLEDGE & SECURITY AGREEMENT
NY/873200

EXECUTION

TRADEMARK
REEL: 002961 FRAME: 0340

SCHEDULE 4.1
TO PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION

- (A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

<u>Full Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization/Formation</u>	<u>Chief Executive Office/Sole Place of Business</u>	<u>Organizational Identification Number</u>
American Achievement Corporation	Corporation	Delaware	7211 Circle S Road Austin, Texas 78745	3251589
AAC Holding Corp.	Corporation	Delaware	c/o Fenway Partners 152 West 57 th Street New York, NY 10019	3734804
AAC Acquisition Corp.	Corporation	Delaware	c/o Fenway Partners 152 West 57 th Street New York, NY 10019	3737862
Commemorative Brands, Inc.	Corporation	Delaware	7211 Circle S Road Austin, Texas 78745	2607410
CBI North America, Inc.	Corporation	Delaware	7211 Circle S Road Austin, Texas 78745	2687796
Taylor Senior Holding Corp.	Corporation	Delaware	7211 Circle S Road Austin, Texas 78745	3171031
TP Holding Corp.	Corporation	Delaware	7211 Circle S Road Austin, Texas 78745	31328820
Taylor Publishing Company	Corporation	Delaware	7211 Circle S Road Austin, Texas 78745	0659915
Educational Communications, Inc.	Corporation	Illinois	7211 Circle S Road Austin, Texas 78745	D47656931
Taylor Manufacturing Holdings, LLC	Limited Liability Company	Delaware	7211 Circle S Road Austin, Texas 78745	3599421
Taylor Publishing Manufacturing, L.P.	Limited Partnership	Delaware	7211 Circle S Road Austin, Texas 78745	3600121

SCHEDULE 4.1-1

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

<u>Grantor</u>	<u>Trade/Assumed Name</u>
Commemorative Brands, Inc.	ArtCarved
Commemorative Brands, Inc.	ArtCarved High School
Commemorative Brands, Inc.	Balfour
Commemorative Brands, Inc.	Balfour-Rings
Commemorative Brands, Inc.	BalfourMilitary
Commemorative Brands, Inc.	BalfourSports
Commemorative Brands, Inc.	Balfour-Sports
Commemorative Brands, Inc.	Celebrations of Life
Commemorative Brands, Inc.	Commemorative Brands, Inc.
Commemorative Brands, Inc.	Commemorative Brands
Commemorative Brands, Inc.	NameSake
Commemorative Brands, Inc.	KeepSake
Commemorative Brands, Inc.	KeepSake Jewelry
Commemorative Brands, Inc.	Generations of Love
Commemorative Brands, Inc.	NameSake Family Jewelry
Commemorative Brands, Inc.	Master Class Rings
Commemorative Brands, Inc.	Artcarved Class Rings
Commemorative Brands, Inc.	R. Johns, LTD.
Commemorative Brands, Inc.	L.G. Balfour
Commemorative Brands, Inc.	Class Rings, LTD.
Commemorative Brands, Inc.	Healdry House
Commemorative Brands, Inc.	John Roberts
Commemorative Brands, Inc.	Keystone
Taylor Publishing Company	Taylor Publishing Services Company, L.P.
Taylor Publishing Company	Taylor Reunion Services
TP Holding Corp.	TP Holding Corp.
TP Senior Holding Corp.	TP Senior Holding Corp.

SCHEDULE 4.7-2

<u>Grantor</u>	<u>Trade/Assumed Name</u>
Commemorative Brands, Inc.	CBI North America, Inc.
Commemorative Brands, Inc.	Pulidos de Jaurez, S.A. de CV
Educational Communications, Inc.	Who's Who Among American High Schools
Educational Communications, Inc.	Who's Who Among American Colleges and Universities
Educational Communications, Inc.	Who's Who Among America's Teachers
Educational Communications, Inc.	The National Dean's List

- (C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

<u>Grantor</u>	<u>Date of Change</u>	<u>Description of Change</u>
Commemorative Brands, Inc.	July 16, 2002	Acquired Milestone Marketing Incorporated and merged into Commemorative Brands, Inc.
Commemorative Brands, Inc.	July 16, 2002	Acquired Milestone Traditions Incorporated and merged into Commemorative Brands, Inc.
Commemorative Brands, Inc.	January 30, 2004	Acquired C-B Graduation Announcements, LLC assets, business and name
Taylor Senior Holding Corp.	July 27, 2000	Became of subsidiary of American Achievement Corporation July 27, 2000
TP Holding Corp.	July 27, 2000	Incorporated as subsidiary of Taylor Senior Holding Corp July 27, 2000
Taylor Publishing Company	July 27, 2000	Acquired by TP Holding Corp. on July 27, 2000
Taylor Manufacturing Holdings, LLC	July 27, 2000	Acquired by TP Holding Corp. on July 27, 2000
Taylor Publishing Manufacturing, L.P.	July 27, 2000	Acquired by TP Holding Corp on July 27, 2000
American Achievement Corporation	July 27, 2000	Incorporated in 2000 to acquire Taylor Publishing Company

SCHEDULE 4.7-3

<u>Grantor</u>	<u>Date of Change</u>	<u>Description of Change</u>
Educational Communications, Inc.	March 20, 2001	American Achievement Corp acquired the stock of Educational Communications, Inc.

(D) Agreements pursuant to which any Grantor is found as debtor within past five (5) years:

<u>Name of Grantor</u>	<u>Description of Agreement</u>
Commemorative Brands, Inc.	Gold Consignment Agreement
Taylor Publishing Company	Capital lease - Komori Lithrone
Taylor Publishing Company	Capital lease - Komori 5/5 Press
Commemorative Brands, Inc.	Capital lease - Baum folder
Commemorative Brands, Inc.	Capital lease - second Baum folder
Commemorative Brands, Inc.	Capital lease - engraving press
Commemorative Brands, Inc.	Capital lease - phone

(E) Financing Statements:

Name of Grantor

Filing Jurisdiction(s)

American Achievement Corporation	Delaware
AAC Holding Corp.	Delaware
AAC Acquisition Corp.	Delaware
Commemorative Brands, Inc.	Delaware
CBI North America, Inc.	Delaware
Taylor Senior Holding Corp.	Delaware
TP Holding Corp.	Delaware
Taylor Publishing Company	Delaware
Educational Communications, Inc.	Illinois
Taylor Manufacturing Holdings, LLC	Delaware

SCHEDULE 4.7-4

Taylor Publishing Manufacturing, L.P.

Delaware

SCHEDULE 4.7-5

NY\873200.2

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TRADEMARK
REEL: 002961 FRAME: 0345

**SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT**

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>
American Achievement Corporation	7211 Circle S Road, Austin, TX 78745	Travis
CBI North America, Inc.	7211 Circle S Road, Austin, TX 78745	Travis
Taylor Senior Holding Corp.	1550 West Mockingbird Lane, Dallas, TX 75235	Dallas
TP Holding Corp.	1550 West Mockingbird Lane, Dallas, TX 75235	Dallas
Taylor Publishing Company	1550 West Mockingbird Lane, Dallas, TX 75235	Dallas
Educational Communications, Inc.	721 McKinley Road, Lake Forest, Illinois 60045	Travis
Taylor Manufacturing Holdings, LLC	1550 West Mockingbird Lane, Dallas, TX 75235	Dallas
Taylor Publishing Manufacturing, L.P.	1550 West Mockingbird Lane, Dallas, TX 75235	Dallas
Commemorative Brands, Inc.	7211 Circle S Road, Austin, TX 78745	Travis
Commemorative Brands, Inc.	7101 A Intermodal Drive Riverport Industrial Park Louisville, KY 40258	Jefferson
Commemorative Brands, Inc.	300 East Industrial Boulevard Austin, TX 78744	Travis
Commemorative Brands, Inc.	6406 Burleson Road, Suite 120 Austin, TX 78744	Travis
Commemorative Brands, Inc.	4605 Osborn Drive El Paso, TX 79922	El Paso
Educational Communications, Inc.	1701 Directors Blvd., Suite 920 Austin, TX 78744	Travis
Milestone Marketing Incorporated	495 Thomas Jones Way, Oakland Corporate Park, West Whiteland Township Exton, Pennsylvania	Chester

SCHEDULE 4.2-1

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>
Milestone Traditions Incorporated	495 Thomas Jones Way, Oakland Corporate Park, West Whiteland Township Exton, Pennsylvania	Chester
Educational Communications, Inc.	1701 Directors Blvd., Suite 920 Austin, TX 78744	Travis

SCHEDULE 4.2-2

SCHEDULE 4.4
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

(A) Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Certified (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
American Achievement Corporation	Taylor Senior Holding Corp.	1,000 shares of Preferred Stock	Y	10	\$0.01 per share (Taylor Preferred Stock)	1,000 shares of Preferred Stock	100%
		1,000 shares of Common Stock		10	\$0.01 per share (Taylor Common Stock)	1,000 shares of Common Stock	
American Achievement Corporation	Educational Communications, Inc.	1,000 shares of Common Stock	Y	46	No par value	1,000 shares of Common Stock	100%
AAC Holding Corp.	American Achievement Corporation (post merger)	100 shares of Common Stock	Y	N/A	\$0.01 per share	100 shares of Common Stock	100%
Commemorative Brands, Inc.	CBI North America, Inc	1,000 shares of Common Stock	Y	1	\$0.01 per share	1,000 shares of Common Stock	100%
Taylor Senior Holding Corp.	TP Holding Corp.	30,000 shares of Preferred Stock	Y	2	\$0.01 per share (Taylor Holding Corp. Preferred Stock)	30,000 shares of Preferred Stock	100%
		30,000 shares of Common				30,000 shares of Common	

EXHIBIT 4.4-1

		Stock		3	\$0.01 per share (Taylor Holding Corp. Common Stock)	Stock	
TP Holding Corp. (formerly known as TP Acquisition Corp.)	Taylor Publishing Company	10 shares of common stock	Y	2	\$1.00 per share	10 shares of common stock	100%
American Achievement Corporation	Commemorative Brands, Inc.	375,985 shares of common stock	Y	22	\$0.01 per share	375,985 shares of common stock	100%

Pledged LLC Interests:

Grantor	Limited Liability Company	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company
Taylor Publishing Company	Taylor Manufacturing Holdings, LLC	No	N/A	100% Membership Interest	100%

Pledged Partnership Interests:

Grantor	Partnership	Type of Partnership Interests (e.g., general or limited)	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Partnership Interests of the Partnership
Taylor Publishing Company	Taylor Publishing Manufacturing, L.P.	1% General Partnership Interest	No	N/A	1%
Taylor Manufacturing Holdings, LLC	Taylor Publishing Manufacturing, L.P.	99% Limited Partnership Interest	No	N/A	99%

EXHIBIT 4.4-2

Pledged Trust Interests: none

Grantor	Trust	Class of Trust Interests	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Trust Interests of the Trust

Pledged Debt:

Grantor	Issuer	Original Principal Amount	Maturity Date
TP Holding Corp.	Educational Communications, Inc.	\$26,105,343.60	Payable January 1, 2007 or on demand
TP Holding Corp.	Commemorative Brands, Inc.	\$45,014,620.73	Payable January 1, 2007 or on demand
TP Holding Corp.	Taylor Publishing Company	\$50,395,472.20	Payable January 1, 2007 or on demand
American Achievement Corporation	TP Holding Corp.	\$37,916,928.94	Payable January 1, 2007 or on demand
American Achievement Corporation	Educational Communications, Inc.	\$9,399,835.62	Payable January 1, 2007 or on demand
American Achievement Corporation	TP Holding Corp.	\$40,000,000	Payable on demand
American Achievement Corporation	Educational Communications, Inc.	\$40,000,000	Payable on demand
American Achievement Corporation	Commemorative Brands, Inc.	\$40,000,000	Payable on demand
American Achievement Corporation	Taylor Publishing Company	\$40,000,000	Payable on demand

EXHIBIT 4.4-3

TRADEMARK
REEL: 002961 FRAME: 0350

Securities Account: none

Grantor	Share of Securities Intermediary	Account Number	Account Name

Commodities Accounts: none

Grantor	Name of Commodities Intermediary	Account Number	Account Name

Deposit Accounts:

Grantor	Name of Depository Bank	Account Number	Account Name
Taylor Publishing Company	J. P. Morgan Chase	08806264527	MASTER Taylor Publishing Company
Taylor Publishing Company	J. P. Morgan Chase	08806278519	ACH (MGT.) DRAWS
Commemorative Brands, Inc.	J. P. Morgan Chase	09922274724	CBI Expense Reports
Commemorative Brands, Inc.	J. P. Morgan Chase	09922274690	CBI Operations Account
American Achievement Corporation	J. P. Morgan Chase	08806327415	AAC Master
Educational Communications, Inc	J. P. Morgan Chase	08806328165	ECI MAster
Educational Communications, Inc.	Bank One, Wisconsin	616809893	Educational Communications
Commemorative Brands, Inc.	UMB Bank	3071075729	Commemorative Brands, Inc.

EXHIBIT 4.4-4

TRADEMARK
REEL: 002961 FRAME: 0351

(B)

<u>Grantor</u>	<u>Date of Acquisition</u>	<u>Description of Acquisition</u>
American Achievement Corporation (formerly Commemorative Brands Holding Corp)	July 27, 2000	Taylor Senior Holding Corp. merged into
American Achievement Corporation (formerly Commemorative Brands Holding Corp)	July 27, 2000	TP Holding Corp. merged into
American Achievement Corporation (formerly Commemorative Brands Holding Corp)	July 27, 2000	Taylor Publishing Company merged into
American Achievement Corporation (formerly Commemorative Brands Holding Corp)	March 20, 2001	Stock purchase of Educational Communications, Inc.
TP Holding Corp.	July 27, 2000	Acquired Taylor Publishing Company
TP Holding Corp.	July 27, 2000	Acquired Taylor Publishing Manufacturing, L.P.
Commemorative Brands, Inc.	January 30, 2004	Acquired CB Graduation Announcements, LLC
Commemorative Brands, Inc.	July 16, 2002	Milestone Marketing Incorporated merged into
Commemorative Brands, Inc.	July 16, 2002	Milestone Traditions Incorporated merged into

EXHIBIT 4.4-5

TRADEMARK
REEL: 002961 FRAME: 0352

SCHEDULE 4.6
TO PLEDGE AND SECURITY AGREEMENT

<u>Name of Grantor</u>	<u>Description of Letters of Credit</u>
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None

SCHEDULE 4.6-1

NY\873200.2

TRADEMARK
REEL: 002961 FRAME: 0353

SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Commemorative Brands, Inc. Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	D387,300	12/09/97	Morrison, Jerry	Carousel Pin/Pendant
U.S.	D372,681	08/13/96	Davis, Parke; Goodwin; Mike	Finger Ring
U.S.	D300,308	03/21/89	Deain, Dale L.	Class Ring
U.S.	D327,660	07/07/92	Waugh, John T.	Finger Ring
U.S.	D322,587	12/24/91	Corbin, William; Davis; Parke	Finger Ring
U.S.	D321,840	11/26/91	Waugh, J. T.; Davis, Parke	Finger Ring
U.S.	D300,126	03/07/89	Corbin, Billy G.; Davis, Parke H.; Deain, Dale J.	Class Ring
U.S.	D382,831	08/26/97	Morrison, Jerry	Finger Ring
U.S.	D396,659	08/04/98	Morrison, Jerry	Finger Ring
U.S.	D393,811	04/28/98	Morrison, Jerry	Finger Ring
U.S.	D390,801	02/17/98	Davis, Parke; McDougald, Cheryl	Finger Ring
U.S.	D389,774	01/27/98	Morrison, Jerry	Finger Ring
U.S.	D384,903	10/14/97	Morrison, Jerry	Six Stone Diagonal Ribbon Necklace Pendant
U.S.	D392,204	03/17/98	Morrison, Jerry	Five Stone Diagonal Ribbon Necklace Pendant
U.S.	D389,770	01/27/98	Morrison, Jerry	Four Stone Diagonal Ribbon Necklace Pendant
U.S.	D386,441	11/18/97	Morrison, Jerry	Three Stone Diagonal Ribbon Necklace Pendant
U.S.	D389,769	01/27/98	Morrison, Jerry	Two Stone Diagonal Ribbon Necklace Pendant
U.S.	D392,587	03/24/98	Morrison, Jerry	Finger Ring (Swirl Ribbon)
U.S.	D423,977	05/02/00	Morrison, Jerry	Finger Ring
U.S.	D396,822	08/11/98	Morrison, Jerry	Finger Ring
U.S.	D393,225	04/07/98	Morrison, Jerry	Finger Ring
U.S.	D383,704	09/16/97	Morrison, Jerry	Angel Pendant
U.S.	D389,771	01/27/98	Morrison, Jerry	Rope Chain Pendant

SCHEDULE 4.7-1

NY873200.2

TRADEMARK
REEL: 002961 FRAME: 0354

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	D393,428	04/14/98	Morrison, Jerry	Tennis Bracelet Pendant
U.S.	D288,155	02/10/87	Crawford, Dennis L.	Jewelry Display Stand
U.S.	D272,806	02/28/84	Handy, Binns; Chase, David O.	Packaging Container
U.S.	D270,786	10/04/83	Handy, Binns; Chase, David O.	Pouch for carrying jewelry or similar items
U.S.	60/339,572	12/10/01	David Weber	High Strength, Tarnish Resistant Composition of Matter

SCHEDULE 4.7-2

NY873200.2

TRADEMARK
REEL: 002961 FRAME: 0355

Commemorative Brands, Inc. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg./Serial No.</u>	<u>Reg./Appl. Date</u>
U.S.	ACADEMY SERIES BY BALFOUR	2,126,269	12/30/97
U.S.	ACCR and design	1,301,528	10/23/84
Canada	ACCR and design	309229	12/13/85
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
Canada	ARTCARVED	51076	04/15/53
Costa Rica	ARTCARVED	98648	01/07/97
El Salvador	ARTCARVED	152660305	01/16/98
Guatemala	ARTCARVED	88415	04/12/97
Mexico	ARTCARVED	383987	04/16/89
Panama	ARTCARVED	81264	01/30/96
Canada	ARTCARVED CLASS RINGS	319292	10/10/86
U.S.	BAL	2,425,520	01/30/01
U.S.	BALFOUR	1,373,682	12/03/85
Venezuela	BALFOUR	47033	03/31/64
U.S.	BALFOUR HOUSE DESIGN	1,267,451	02/14/84
U.S.	BALFOUR PREMIUM SILVER WITH PLATINUM (stylized)	2,746,405	08/05/03
U.S.	BALFOUR SPORTS (STYLIZED)	2,441,434	04/03/01
U.S.	BELLAIRE	766,694	03/17/64
U.S.	BOY'S ALL*STAR	75/111,974	05/30/96
U.S.	CAMPUS	1,315,677	01/22/85
U.S.	CELEBRATIONS OF LIFE	2,013,791	11/05/96
U.S.	CELESTRUM	1,182,023	12/15/81
U.S.	CLASS OF YOUR OWN	2,547,627	03/12/02
U.S.	CLASS RINGS LIMITED DESIGN	2,053,689	04/15/97
Mexico	CLASS THOUGHTS	517893	01/30/96
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.	GIRL'S ALL*STAR	75/111,746	05/30/96
U.S.	GOLDEN DYNALLOY	1,702,486	07/21/92
U.S.	GOLDEN SADDLE	1,340,604	06/11/85
U.S.	GRADUATION CELEBRATION	2,559,164	04/09/02
U.S.	GRADUATION CELEBRATION	2,619,803	09/17/02
U.S.	HERALDRY HOUSE (stylized)	1,690,099	06/02/92
U.S.	IMAGE INLAY	1,936,229	11/14/95
U.S.	INDEPENDENCE	78/285,179	08/08/03
U.S.	J R AND DESIGN	930,499	03/07/72
U.S.	JEWELRY FOR GENERATIONS	76/416,813	06/04/02
U.S.	JEWELRY'S FINEST CRAFTSMAN	785,584	02/23/65
U.S.	JOHN ROBERTS	1,598,500	05/29/90
Canada	J R AND DESIGN	327135	05/01/87
U.S.	KEEPSAKE	1,476,898	02/16/88

SCHEDULE 4.7-3

NY\873200.2

TRADEMARK
REEL: 002961 FRAME: 0356

<u>Country</u>	<u>Trademark</u>	<u>Reg./Serial No.</u>	<u>Reg./Appl. Date</u>
U.S.	KEEPSAKE (Block Letters)	1,799,274	10/19/93
Bahamas	KEEPSAKE	9921	06/26/80
Barbados	KEEPSAKE	5893	08/12/82
Canada	KEEPSAKE	UCA11868	06/13/39
Canada	KEEPSAKE	284006	10/07/83
Japan	KEEPSAKE	2206366	01/30/90
Puerto Rico	KEEPSAKE	14805	12/20/87
Trinidad	KEEPSAKE	12163	07/21/94
Venezuela	KEEPSAKE	105199	11/21/83
Venezuela	KEEPSAKE	25576	10/06/81
U.S.	KEEPSAKE AND DESIGN	1,892,645	05/02/95
U.S.	KEEPSAKE BIRTHDAY DIAMOND	76/404,622	05/08/02
U.S.	KEEPSAKE GRADUATION DIAMOND	76/404,623	05/08/02
Canada	KEYHOLE DESIGN	443877	06/16/95
Mexico	KEYHOLE DESIGN	470255	02/04/93
European Community	KEEPSAKE DIAMOND	2,617,991	03/14/02
U.S.	KEYSTONE	1,805,999	11/23/93
U.S.	KEYSTONE (stylized)	1,976,772	05/28/96
Canada	KEYSTONE (WORD)	425800	03/25/94
Mexico	KEYSTONE (WORD)	436961	02/04/93
Mexico	KEYSTONE AND DESIGN	460405	01/04/93
U.S.	Lazy W (Design only)	764,669	02/11/64
Canada	LAZY W	135,814	05/15/64
U.S.	LETTERMAN	1,704,202	07/28/92
U.S.	LGB	414464	06/12/45
U.S.	MASTER	1,594,125	05/01/90
U.S.	MIDNIGHT STAR	755,467	08/27/63
U.S.	MISCELLANEOUS DESIGN	1,368,860	11/05/85
U.S.	NAME-SAKE	1,934,198	11/07/95
U.S.	ONLY A KEEPSAKE SAYS LOVE, ALWAYS	2,598,355	07/23/02
U.S.	PANDORA LTD.	1,852,353	09/06/94
Canada	PERMANENT VALUE PLAN	137507	09/25/64
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
Canada	S Design	323388	02/06/87
U.S.	SILADIUM	989,301	07/30/74
Canada	SILADIUM	319,431	10/10/86
U.S.	SILVER SELECT	2,809,562	01/27/04
Canada	SILVER SELECT	1,151,477	08/26/02
Bahamas	STARFIRE	4815	06/26/80
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	76/416,884	06/04/02
U.S.	YOUR BALFOUR COLLEGE RING...THE WEARABLE RESUME	2,502,361	10/30/01
U.S.	MT (Design)	76315632	09/13/01

SCHEDULE 4.7-4

NY\873200.2

<u>Country</u>	<u>Trademark</u>	<u>Reg./Serial No.</u>	<u>Reg./Appl. Date</u>
CANADA	KEEPSAKE FINE JEWELLERY AND DESIGN	120151500	02/10/04
CANADA	ARTCARVED BRIDAL JEWELRY DESIGN	495416	05/28/98
CANADA	KEYSTONE AND DESIGN	457258	05/17/96
CANADA	P.V.P.	137485	09/25/64
CANADA	INDEPENDENCE	120509700	01/27/04
EUROPEAN COMMUNITY	INDEPENDENCE	3630779	01/26/04
U.S.	KPS	1356522	08/27/85
U.S.	CLASS RINGS LIMITED	2053689	04/15/97
U.S.	DESIGNER	1099453	08/15/78
U.S.	14-K	751685	06/25/63
U.S.	BALFOUR AURALITE	1625895	12/04/90
U.S.	NS	1985712	07/09/96
U.S.	QUALIUM	1596306	01/10/01
U.S.	KEYSTONE	1398462	06/24/86
U.S.	THE ALL STAR SERIES	2772772	10/14/03
U.S.	PERMANENT VALUE PLAN	967840	9/04/73
U.S.	BALFOUR FITS YOUR LIFE	2383837	9/05/00
U.S.	KEEPSAKE	277153	11/11/03
U.S.	NAMESAKE	78/342422	12/17/03
U.S.	DIAMOND DATES	2689538	02/18/03
U.S.	STARFIRE	2310595	01/25/00
U.S.	DYNALLOY	1702485	07/21/92
U.S.	K AND DESIGN	76416851	06/04/02
U.S.	SILVER SELECT	2809562	01/27/04
U.S.	BALFOUR "CHOICE OF CHAMPIONS"	2138090	02/24/98
U.S.	CEME	751246	06/18/63

SCHEDULE 4.7-5

NY\873200.2

TRADEMARK
REEL: 002961 FRAME: 0358

Commemorative Brands, Inc. Copyrights

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	VAu-300-742	03/08/94	Birthstone Bouquet Ring
U.S.	VA-606,816	09/16/93	Boy's all-star ring
U.S.	VA-559,686	03/15/93	Eagle ring
U.S.	VA-606,818	09/16/93	Girl's all-star ring
U.S.			Journey
U.S.	VA-380,032	09/28/89	Legend
U.S.	VA-584,862	08/19/93	Nobility: Royalty
U.S.	VA-606-817	08/16/93	Radiance
U.S.	VA-557,203	03/15/93	Rose Ring
U.S.	VA-629,612	02/09/94	Tenderness Locket
U.S.	VA-368-784	09/28/89	Simplicity
U.S.	VA-380-033	09/28/89	Simplicity
U.S.	VA-241-208	02/02/88	Seawind
U.S.	VA-929-406	06/16/98	Balfour Graduation Announcement Seal
U.S.	VAu-331-231	08/15/95	Illusion
U.S.	VAu-340-157	08/15/95	Allure
U.S.	VAu-427-298	02/11/98	Hole in One
U.S.	VA-300-742	03/08/94	Bouquet Ring
U.S.	VAu-277-193	06/27/95	Discovery
U.S.	VAu-375-227	08/19/96	Bring Back the Magic
U.S.	VAu-400-878	02/24/97	The Ex-Student's Association of the University of Texas at Austin
U.S.	TX-3-923-811	08/11/94	Alumni association invitation
U.S.	TX-3-923-846	08/11/94	Combined alumni association and Tiger bookstore invitation
U.S.	TX-3-927-072	08/11/94	Tiger Bookstore invitation

Copyrights Assigned to Milestone Marketing Incorporated (which merged into CBI North America effective December 31, 2002)

<u>Title</u>	<u>Assignor(s)</u>	<u>Co-Assignee</u>	<u>Date Recorded</u>
Combined alumni association and Tiger bookstore invitation	Ronald A. Brostrom & Joseph R. Diamond	N/A	August 11, 1994
Tiger bookstore invitation	Ronald A. Brostrom & Joseph R. Diamond	N/A	August 11, 1994
Alumni association invitation	Ronald A. Brostrom & Joseph R. Diamond	N/A	August 11, 1994
College of Charleston class ring	Masters of Design (assignment and exclusive license agreement)	College of Charleston Alumni Association	January 16, 1996
Washington and Lee University class ring	Masters of Design (assignment and exclusive license agreement)	Washington and Lee University Bookstore	January 16, 1996
The St. Louis college of pharmacy class ring (jewelry design)	Masters of Design (assignment and exclusive license agreement)	Saint Louis College of Pharmacy Alumni Association	January 16, 1996
University of Michigan	Masters of Design (assignment	University of Michigan	January 16, 1996

SCHEDULE 4.7-6

NY873200.2

TRADEMARK
REEL: 002961 FRAME: 0359

Title	Assignor(s)	Co-Assignee	Date Recorded
alumni association class ring	and exclusive license agreement)	Alumni Association	
Harding University ring (jewelry design)	Masters of Design (assignment and exclusive license agreement)	Harding University (Searcy, AZ)	January 16, 1996
Maryville college class ring (jewelry design) by Masters of Design	Masters of Design (assignment and exclusive license agreement)	Maryville College Bookstore	February 12, 1996
Florida Southern college class ring (jewelry design) by Masters of Design	Masters of Design (assignment and exclusive license agreement)	Florida Southern College Alumni Association	February 12, 1996
University of Central Florida class ring (jewelry design) by Masters of Design	Masters of Design (assignment and exclusive license agreement)	University of Central Florida Alumni Association	February 12, 1996
Tufts University alumni association and the Tufts University office of alumni relations class ring (jewelry design) by Masters of Design	Masters of Design (assignment and exclusive license agreement)	Tufts University Alumni Association & Tufts University Office of Alumni Relations	February 12, 1996
Michigan Tech alumni association class ring (jewelry design) by Masters of Design	Masters of Design (assignment and exclusive license agreement)	Michigan Tech Alumni Association	February 12, 1996
Mississippi University for women class ring (jewelry design) by Masters of Design	Masters of Design (assignment and exclusive license agreement)	Mississippi University for Women Alumnae Association	February 12, 1996
Colgate University alumni corporation class ring (jewelry design) by Master& of Design	Masters of Design (assignment and exclusive license agreement)	Colgate University Alumni Corporation	February 12, 1996
Invitational self-mailer marketing piece	Ronald A. Brostrom	N/A	July 15, 1996
Thomas Aquinas College class ring	Masters of Design (assignment and exclusive license agreement)	Thomas Aquinas College	May 10, 2000
The University of Kansas class ring	Masters of Design (assignment and exclusive license agreement)	University of Kansas Alumni Association	June 29, 1999
University of Nebraska class ring	Masters of Design (assignment and exclusive license agreement)	University of Nebraska Alumni Association	June 29, 1999
University of Texas at San Antonio class ring	Masters of Design (assignment and exclusive license agreement)	University of Texas at San Antonio Alumni Association	June 29, 1999
West Virginia University Institute of Technology class ring	Masters of Design (assignment and exclusive license agreement)	West Virginia University Institute of Technology	June 29, 1999
University of California, Davis class ring	Masters of Design (assignment and exclusive license agreement)	University of California, Davis Alumni Association	June 29, 1999
University of California, Irvine class ring	Masters of Design (assignment and exclusive license agreement)	University of California, Irvine Alumni Association	June 29, 1999
University of Louisville Alumni class ring	Masters of Design (assignment and exclusive license agreement)	University of Louisville Alumni	June 29, 1999

SCHEDULE 4.7-7

NY\873200.2

TRADEMARK
REEL: 002961 FRAME: 0360

Title	Assignor(s)	Co-Assignee	Date Recorded
		Association	
Stetson University Alumni class ring	Masters of Design (assignment and exclusive license agreement)	Stetson University Alumni Association	June 29, 1999
Mount Saint Mary's College class of 2001 ring	Masters of Design (assignment and exclusive license agreement)	Mount Saint Mary's College (Emmitsburg, MD)	June 29, 1999
University of Georgia	Masters of Design (assignment and exclusive license agreement)	University of Georgia National Alumni Association	June 29, 1999
Southern Methodist University class ring	Masters of Design (assignment and exclusive license agreement)	Southern Methodist Alumni Association	June 29, 1999
Mount Saint Mary's class of 2000 class ring	Masters of Design (assignment and exclusive license agreement)	Mount Saint Mary's College (Emmitsburg, MD)	June 29, 1999
Ohio University class ring	Masters of Design (assignment and exclusive license agreement)	Ohio University Alumni Association	June 29, 1999
Longwood College class ring	Masters of Design (assignment and exclusive license agreement)	Longwood College Alumni Association	June 29, 1999
John Wesley College class ring	Masters of Design (assignment and exclusive license agreement)	John Wesley College (High Point, NC)	June 29, 1999
Indiana University class ring.	Masters of Design (assignment and exclusive license agreement)	Indiana University Alumni Association	June 29, 1999
Hood College class ring	Masters of Design (assignment and exclusive license agreement)	Hood College (Frederick, MD)	June 29, 1999
Flagler college class ring	Masters of Design (assignment and exclusive license agreement)	Flagler College (St. Augustine)	June 29, 1999
Campbellsville University class ring	Masters of Design (assignment and exclusive license agreement)	Campbellsville University (KY)	June 29, 1999
Belmont University class ring	Masters of Design (assignment and exclusive license agreement)	Belmont University (Nashville)	June 29, 1999
Wittenberg University class ring	Masters of Design (assignment and exclusive license agreement)	Wittenberg University Alumni Association	June 29, 1999
Kellogg School of Management class ring	Masters of Design (assignment and exclusive license agreement)	Kellogg School of Management (Evanston, IL)	June 29, 1999
University of California, Santa Barbara class ring	Masters of Design (assignment and exclusive license agreement)	University of California, Santa Barbara Alumni Association	June 29, 1999
Texas Tech University class ring	Masters of Design (assignment and exclusive license agreement)	Texas Tech Ex-Students Association	June 29, 1999
Mississippi College class ring	Masters of Design (assignment and exclusive license agreement)	Mississippi College (Clinton)	December 1, 1999
Vanderbilt University class ring	Masters of Design (assignment and exclusive license agreement)	Vanderbilt University (Nashville)	December 1, 1999
University of New Hampshire class ring	Masters of Design (assignment and exclusive license agreement)	University of New Hampshire (Durham)	December 1, 1999
University of Richmond class ring	Masters of Design (assignment and exclusive license agreement)	University of Richmond (VA)	December 1, 1999
Reinhardt College class ring	Masters of Design (assignment and exclusive license agreement)	Reinhardt College (Waleska, GA)	December 1, 1999
Johns Hopkins University class ring	Masters of Design (assignment and exclusive license agreement)	Johns Hopkins University	May 10, 2000
Transylvania University	Masters of Design (assignment	Transylvania	June 22, 2000

SCHEDULE 4.7-8

NY873200.2

TRADEMARK
REEL: 002961 FRAME: 0361

Title	Assignor(s)	Co-Assignee	Date Recorded
class ring (jewelry design) by Masters of Design	and exclusive license agreement)	University (Louisville, KY)	
Pennsylvania State University ring (jewelry design) by Masters of Design	Masters of Design (assignment and exclusive license agreement)	Pennsylvania State Alumni Association	March 5, 2001
University of North Carolina at Greensboro (jewelry design) by Masters of Design	Masters of Design (assignment and exclusive license agreement)	University of North Carolina at Greensboro	April 2, 2001

SCHEDULE 4.7-9

NY\873200.2

TRADEMARK
REEL: 002961 FRAME: 0362

Educational Communications, Inc. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg./Serial No.</u>	<u>Reg./Appl. 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.	CRS	1,602,930	06/19/90
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	1,269,802	03/13/84
U.S.	HONORING AMERICA'S OUTSTANDING COLLEGE STUDENTS	2,356,378	06/06/00
U.S.	HONORING OUR NATION'S MOST RESPECTED TEACHERS	2,709,041	04/22/03
U.S.	HONORING TOMORROW'S LEADERS TODAY	1,231,889	03/22/83
U.S.	MORTARBOARD DESIGN	1,584,665	02/27/90
U.S.	SRS	1,578,049	01/16/90
U.S.	STUDENT REFERRAL SERVICE	1,453,579	08/16/87
U.S.	THE COLLEGE REFERRAL SERVICE	1,371,790	11/19/85
U.S.	THE NATIONAL DEAN'S LIST	1,247,029	08/02/83
U.S.	THE NATIONAL DEAN'S LIST & DESIGN	78/255,098	05/28/03
U.S.	WHO'S WHO AMONG AMERICA'S TEACHERS	1,659,216	10/01/91
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 & DESIGN	78/255,290	05/28/03
U.S.	WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS SPORTS EDITION & DESIGN	78/255,295	05/28/03
U.S.	WHO'S WHO ACHIEVEMENT AND SERVICE AWARD PROGRAM	1,438,723	05/05/87
U.S.	WHO'S WHO REVIEW	1,397,634	06/17/86
U.S.	WHO IS WHO AMONG AMERICA'S TEACHERS	1,596,728	05/15/90
U.S.	FEATHER DESIGN	1,562,662	10/24/89
U.S.	HONORING TOMORROW'S LEADERS TODAY	1,536,873	04/25/89
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	1,215,740	11/09/82
U.S.	THE CHANCELLOR'S LIST	78,336,988	12/05/03
U.S.	WHO'S WHO AMONG AMERICA'S TEACHERS	1,899,189	06/13/95
U.S.	THE BEST TEACHERS IN AMERICA SELECTED BY THE BEST STUDENTS	1,878,333	02/07/95
U.S.	WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS	1,755,706	03/02/93
U.S.	THE NATIONAL DEAN'S LIST AND DESIGN	1,534,731	04/11/89
U.S.	WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS	1,571,332	12/12/89
U.S.	MORTARBOARD DESIGN	1,228,517	02/22/83
U.S.	WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS	122,233	12/21/82
U.S.	WHO'S WHO AMONG AMERICA'S TEACHERS	1,871,371	01/03/95

SCHEDULE 4.7-10

NY873200.2

TRADEMARK
REEL: 002961 FRAME: 0363

<u>Country</u>	<u>Trademark</u>	<u>Reg./Serial No.</u>	<u>Reg./Appl. Date</u>
U.S.	THE BEST TEACHERS IN AMERICA SELECTED BY THE BEST STUDENTS	1,832,243	04/19/94
U.S.	FEATHER DESIGN	1,286,045	07/17/84
U.S.	MORTARBOARD DESIGN	1,253,784	10/11/83
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	1,221,763	12/28/82
U.S.	MORTARBOARD DESIGN	1,510,245	10/25/88
U.S.	WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS ALUMNI ASSOCIATION	2,479,133	08/21/01
U.S.	WHO'S WHO AMONG AMERICA'S TEACHERS	1,873,885	01/17/95
U.S.	THE NATIONAL DEAN'S LIST ALUMNI ASSOCIATION	1,787,618	08/10/93
U.S.	EDUCATIONAL COMMUNICATIONS	1,652,639	07/30/91
U.S.	THE NATIONAL DEAN'S LIST	1,531,337	03/21/89
U.S.	MORTARBOARD DESIGN	1,538,526	05/09/89
U.S.	MORTARBOARD DESIGN	1,269,830	03/13/84
U.S.	HONORING TOMORROW'S LEADERS TODAY	1,262,961	01/03/04
U.S.	WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS	1,259,455	11/29/83
U.S.	WHO'S WHO AMONG AMERICA'S TEACHERS	1,596,872	05/15/90
U.S.	FEATHER DESIGN	1,306,934	11/27/84
U.S.	HONORING TOMORROW'S LEADERS TODAY	1,233,603	04/05/83
U.S.	THE NATIONAL DEAN'S LIST	1,763,265	04/06/93
U.S.	THE NATIONAL DEAN'S LIST AND DESIGN	1,604,536	07/03/90
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	1,541,690	05/30/89
U.S.	WHO'S WHO AMONG AMERICAN HIGH SCHOOL STUDENTS	1,296,043	09/18/84
U.S.	FEATHER DESIGN	1,279,896	05/29/84
U.S.	THE NATIONAL DEAN'S LIST	1,266,349	02/07/84
U.S.	MORTARBOARD DESIGN	1,233,557	04/05/83
U.S.	THE NATIONAL DEANS LIST	1,260,236	12/06/83
U.S.	FEATHER DESIGN	1,270,216	03/13/84
U.S.	COLLEGE BOUND DIGEST	1,289,534	08/07/84

SCHEDULE 4.7-11

NY873200.2

TRADEMARK
REEL: 002961 FRAME: 0364

Educational Communications, Inc. Copyrights

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 5-037-750		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume I
U.S.	TX 5-037-754		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume II
U.S.	TX 5-037-632		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume III
U.S.	TX 5-037-631		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume IV
	TX 5-037-747		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume V
U.S.	TX 5-037-756		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume VI
U.S.	TX 5-037-626		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume VII
U.S.	TX 5-037-748		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume VIII
U.S.	TX 5-037-753		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume IX
U.S.	TX 5-037-752		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume X
U.S.	TX 5-037-749		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume XI
U.S.	TX 5-037-633		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume XII
U.S.	TX 5-037-628		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume XIII
U.S.	TX 5-037-627		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume XIV
U.S.	TX 5-037-751		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume XV
U.S.	TX 5-037-630		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume XVI

SCHEDULE 4.7-12

NY873200.2

TRADEMARK
REEL: 002961 FRAME: 0365

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 5-037-755		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume XVII
U.S.	TX 5-037-629		Who's Who Among American High School Students 1998-99 (33 rd Edition) Volume XVIII
U.S.	TX 4-896-465		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume I
U.S.	TX 4-896-501		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume II
U.S.	TX 4-896-504		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume III
U.S.	TX 4-896-476		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume IV
U.S.	TX 4-896-498		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume V
U.S.	TX 4-896-497		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume VI
U.S.	TX 4-896-477		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume VII
U.S.	TX 4-896-503		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume VIII
U.S.	TX 4-896-502		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume IX
U.S.	TX 4-896-499		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume X
U.S.	TX 4-896-500		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume XI
U.S.	TX 4-896-508		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume XII
U.S.	TX 4-896-506		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume XIII
U.S.	TX 4-896-505		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume XIV
U.S.	TX 4-896-507		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume XV

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 4-896-467		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume XVI
U.S.	TX 4-896-475		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume XVII
U.S.	TX 4-896-466		Who's Who Among American High School Students 1997-98 (32 nd Edition) Volume XVIII
U.S.	TX 4-691-581		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume I
U.S.	TX 4-691-580		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume II
U.S.	TX 4-691-575		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume III
U.S.	TX 4-691-573		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume IV
U.S.	TX 4-691-576		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume V
U.S.	TX 4-691-582		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume VI
U.S.	TX 4-691-579		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume VII
U.S.	TX 4-691-567		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume VIII
U.S.	TX 4-691-572		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume IX
U.S.	TX 4-691-583		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume X
U.S.	TX 4-691-568		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume XI
U.S.	TX 4-691-569		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume XII
U.S.	TX 4-691-578		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume XIII
U.S.	TX 4-691-571		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume XIV

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 4-691-574		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume XV
U.S.	TX 4-691-570		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume XVI
U.S.	TX 4-691-577		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume XVII
U.S.	TX 4-691-566		Who's Who Among American High School Students 1996-97 (31 st Edition) Volume XVIII
U.S.	TX 4-427-945		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume I
U.S.	TX 4-427-947		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume II
U.S.	TX 4-427-941		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume III
U.S.	TX 4-427-939		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume IV
U.S.	TX 4-427-934		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume V
U.S.	TX 4-427-942		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume VI
U.S.	TX 4-427-933		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume VII
U.S.	TX 4-427-946		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume VIII
U.S.	TX 4-427-943		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume IX
U.S.	TX 4-427-930		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume X
U.S.	TX 4-427-937		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume XI
U.S.	TX 4-427-938		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume XII
U.S.	TX 4-427-936		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume XIII

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 4-427-940		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume XIV
U.S.	TX 4-427-935		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume XV
U.S.	TX 4-427-931		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume XVI
U.S.	TX 4-427-932		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume XVII
U.S.	TX 4-427-944		Who's Who Among American High School Students 1995-96 (30 th Edition) Volume XVIII
U.S.	TX 4-203-314		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume I
U.S.	TX 4-199-000		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume II
U.S.	TX 4-199-003		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume III
U.S.	TX 4-203-310		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume IV
U.S.	TX 4-203-417		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume V
U.S.	TX 4-198-996		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume VI
U.S.	TX 4-199-002		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume VII
U.S.	TX 4-198-998		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume VIII
U.S.	TX 4-203-313		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume IX
U.S.	TX 4-199-004		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume X
U.S.	TX 4-203-312		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume XI
U.S.	TX 4-203-416		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume XII

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 4-198-999		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume XIII
U.S.	TX 4-203-311		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume XIV
U.S.	TX 4-199-001		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume XV
U.S.	TX 4-198-997		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume XVI
U.S.	TX 4-199-005		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume XVII
U.S.	TX 4-199-006		Who's Who Among American High School Students 1994-95 (29 th Edition) Volume XVIII
U.S.	TX 3-646-467		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume I
U.S.	TX 3-646-464		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume II
U.S.	TX 3-940-498		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume III
U.S.	TX 3-646-470		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume IV
U.S.	TX 3-940-497		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume V
U.S.	TX 3-646-463		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume VI
U.S.	TX 3-940-499		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume VII
U.S.	TX 3-646-466		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume VIII
U.S.	TX 3-646-469		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume IX
U.S.	TX 3-940-500		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume X
U.S.	TX 3-940-501		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume XI

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 3-646-465		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume XII
U.S.	TX 3-940-502		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume XIII
U.S.	TX 3-646-468		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume XIV
U.S.	TX 3-940-503		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume XV
U.S.	TX 3-980-012		Who's Who Among American High School Students 1993-94 (28 th Edition) Volume XVI
U.S.	TX 3-752-809		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume 1
U.S.	TX 3-752-817		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume II
U.S.	TX 3-752-816		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume III
U.S.	TX 3-752-819		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume IV
U.S.	TX 3-752-818		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume V
U.S.	TX 3-752-821		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume VI
U.S.	TX 3-752-815		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume VII
U.S.	TX 3-752-820		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume VIII
U.S.	TX 3-752-814		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume IX
U.S.	TX 3-752-813		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume X
U.S.	TX 3-752-812		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume XI
U.S.	TX 3-752-806		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume XII

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REEL: 002961 FRAME: 0371

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 3-752-810		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume XIII
U.S.	TX 3-752-808		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume XIV
U.S.	TX 3-752-807		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume XV
U.S.	TX 3-752-811		Who's Who Among American High School Students 1992-93 (27 th Edition) Volume XVI
U.S.	TX 3-463-348		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume I
U.S.	TX 3-459-328		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume II
U.S.	TX 3-463-345		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume III
U.S.	TX 3-463-344		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume IV
U.S.	TX 3-463-349		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume V
U.S.	TX 3-463-347		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume VI
U.S.	TX 3-460-663		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume VII
U.S.	TX 3-459-329		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume VIII
U.S.	TX 3-460-661		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume IX
U.S.	TX 3-463-346		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume X
U.S.	TX 3-459-330		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume XI
U.S.	TX 3-459-327		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume XII
U.S.	TX 3-463-343		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume XIII

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REEL: 002961 FRAME: 0372

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 3-460-662		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume XIV
U.S.	TX 3-460-660		Who's Who Among American High School Students 1991-92 (26 th Edition) Volume XV
U.S.	TX 3-452-658		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume I
U.S.	TX 3-208-049 TX 3 452-152		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume II
U.S.	TX 3-208-051 TX 3-452-410		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume III
U.S.	TX 3-461-724		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume IV
U.S.	TX 3-452-035		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume V
U.S.	TX 3-458-036		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume VI
U.S.	TX 3-461-725		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume VII
U.S.	TX 3-461-728		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume VIII
U.S.	TX 3-208-053 TX 3-452-412		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume IX
U.S.	TX 3-208-050 TX 3-452-409		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume X
U.S.	TX 3-208-052 TX 3-452-411		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume XI
U.S.	TX 3-458-010		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume XII
U.S.	TX 3-461-727		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume XIII
U.S.	TX 3-461-726		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume XIV
U.S.	TX 3-458-011		Who's Who Among American High School Students 1990-91 (25 th Edition) Volume XV
U.S.	TX 2-962-217		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume I

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 2-962-220		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume II
U.S.	TX 2-962-216		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume III
U.S.	TX 2-970-617		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume IV
U.S.	TX 2-962-219		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume V
U.S.	TX 2-962-212		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume VI
U.S.	TX 2-962-215		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume VII
U.S.	TX 2-962-214		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume VIII
U.S.	TX 2-996-787		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume IX
U.S.	TX 2-996-213		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume X
U.S.	TX 2-996-784		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume XI
U.S.	TX 2-996-786		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume XII
U.S.	TX 2-992-218		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume XIII
U.S.	TX 2-996-785		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume XIV
U.S.	TX 2-996-783		Who's Who Among American High School Students 1989-90 (24 th Edition) Volume XV
U.S.	TX 2-740-181		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume I
U.S.	TX 2-740-176		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume II
U.S.	TX 2-740-179		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume III

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 2-740-177		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume IV
U.S.	TX 2-740-180		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume V
U.S.	TX 2-740-178		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume VI
U.S.	TX 2-740-184		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume VII
U.S.	TX 2-740-182		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume VIII
U.S.	TX 2-740-183		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume IX
U.S.	TX 2-732-749		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume X
U.S.	TX 2-735-322		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume XI
U.S.	TX 2-732-396		Who's Who Among American High School Students 1988-89 (23 rd Edition) Volume XII
U.S.	TX 2-483-043		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 1
U.S.	TX 2-483-046		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 2
U.S.	TX 2-483-044		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 3
U.S.	TX 2-483-047		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 4
U.S.	TX 2-483-042		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 5
U.S.	TX 2-483-045		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 6
U.S.	TX 2-489-113		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 7
U.S.	TX 2-489-112		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 8

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 2-489-264		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 9
U.S.	TX 2-489-263		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 10
U.S.	TX 2-489-262		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 11
U.S.	TX 2-489-261		Who's Who Among American High School Students 1987-88 (22 nd Edition) Volume 12
U.S.	TX 2-243-677		Who's Who Among American High School Students 1986-87 (21 st Edition)
U.S.	TX 2-033-739		Who's Who Among American High School Students 1985-86 (20 th Edition)
U.S.	TX 1-732-076		Who's Who Among American High School Students 1984-85 (19 th Edition)
U.S.	TX 1-596-312		Who's Who Among American High School Students 1983-84 (18 th Edition)
U.S.	TX 1-253-070		Who's Who Among American High School Students 1982-83 (17 th Edition)
U.S.	TX 1-062-415		Who's Who Among American High School Students 1981-82 (16 th Edition)
U.S.	TX 829-425		Who's Who Among American High School Students 1980-81 (15 th Edition)
U.S.	TX 727-543		Who's Who Among American High School Students 1979-80 (14 th Edition)
U.S.	TX 727-544		Who's Who Among American High School Students 1978-79 (13 th Edition)
U.S.	TX 205-503		Who's Who Among American High School Students 1977-78
U.S.	A 927898		Who's Who Among American High School Students 1976-77
U.S.	A 850568		Who's Who Among American High School Students 1975-76
U.S.	A 702663		Who's Who Among American High School Students 1974-75

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REEL: 002961 FRAME: 0376

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	A 613480		Who's Who Among American High School Students 1973-74
U.S.	A 526898		Who's Who Among American High School Students 1972-73
U.S.	A 401099		Who's Who Among American High School Students 1971-72
U.S.	A 292395		Merit's Who's Who Among American High School Students 1970-71
U.S.	A 190806		Merit's Who's Who Among American High School Students 1969-1970
U.S.	A 122921		Merit's Who's Who Among American High School Students 1968-1969
U.S.	A 65657		Merit's Who's Who Among American High School Students 1967-1968
U.S.	A 984826 A 958282		Merit's Who's Who Among American High School Students 1966-1967
U.S.	TX 4-833-393		Who's Who Among America's Teachers 1998 (5 th Edition) Volume I
U.S.	TX 4-833-394		Who's Who Among America's Teachers 1998 (5 th Edition) Volume II
U.S.	TX 4-833-391		Who's Who Among America's Teachers 1998 (5 th Edition) Volume III
U.S.	TX 4-833-392		Who's Who Among America's Teachers 1998 (5 th Edition) Volume IV
U.S.	TX 4-469-764		Who's Who Among America's Teachers 1996 (4 th Edition) Volume I
U.S.	TX 4-469-767		Who's Who Among America's Teachers 1996 (4 th Edition) Volume II
U.S.	TX 4-469-765		Who's Who Among America's Teachers 1996 (4 th Edition) Volume III
U.S.	TX 4-469-766		Who's Who Among America's Teachers 1996 (4 th Edition) Volume IV
U.S.	TX 3-899-380		Who's Who Among America's Teachers 1994 (3 rd Edition) Volume I

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 3-899-381		Who's Who Among America's Teachers 1994 (3 rd Edition) Volume II
U.S.	TX 3-423-206		Who's Who Among America's Teachers 1992 (2 nd Edition) Volume I
U.S.	TX 3-426-091		Who's Who Among America's Teachers 1992 (2 nd Edition) Volume II
U.S.	TX 2-931-185		Who's Who Among America's Teachers (1 st Edition) 1989-90
U.S.	TX 5-054-154		The National Dean's List 1998-1999 22 nd Edition Volume I
U.S.	TX 5-052-410		The National Dean's List 1998-1999 22 nd Edition Volume II
U.S.	TX 4-888-637		The National Dean's List 1997-1998 21 st Edition Volume I
U.S.	TX 4-885-940		The National Dean's List 1997-1998 21 st Edition Volume II
U.S.	TX 4-586-406		The National Dean's List 1996-1997 20 th Edition Volume I
U.S.	TX 4-586-407		The National Dean's List 1996-1997 20 th Edition Volume II
U.S.	TX 4-423-941		The National Dean's List 1995-1996 19 th Edition Volume I
U.S.	TX 4-423-940		The National Dean's List 1995-1996 19 th Edition Volume II
U.S.	TX 4-141-994		The National Dean's List 1994-1995 18 th Edition Volume I
U.S.	TX 4-134-540		The National Dean's List 1994-1995 18 th Edition Volume II
U.S.	TX 3-646-461		The National Dean's List 1993-94 17 th Edition Volume I
U.S.	TX 3-646-462		The National Dean's List 1993-94 17 th Edition Volume II
U.S.	TX 3-673-315		The National Dean's List 1992-93 16 th Edition Volume I
U.S.	TX 3-673-314		The National Dean's List 1992-93 16 th Edition Volume II
U.S.	TX 3-440-206		The National Dean's List 1991-92 15 th Edition Volume I
U.S.	TX 3-440-207		The National Dean's List 1991-92 15 th Edition Volume II
U.S.	TX 3-185-101		The National Dean's List 1990-91 14 th Edition Volume I
U.S.	TX 3-185-102 TX 3-431-218		The National Dean's List 1990-91 14 th Edition Volume II
U.S.	TX 2 951-961		The National Dean's List 1989-90 13 th Edition Volume I

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<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
U.S.	TX 2 951 960		The National Dean's List 1989-90 13 th Edition Volume II
U.S.	TX 2 750 950		The National Dean's List 1988-89 Volume I
U.S.	TX 2 750 949		The National Dean's List 1988-89 Volume II
U.S.	TX 2 463-958		The National Dean's List 1987-88 11 th Edition Volume 1
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U.S.	TX 5-073-040		Who's Who Among American High School Students 1999-2000 (34 th Edition) Volume VIII
U.S.	TX 5-073-048		Who's Who Among American High School Students 1999-2000 (34 th Edition) Volume IX
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Taylor Publishing Company Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	5,293,475	03/08/94	Hennigan, Edward L., Wienczek; Christopher M. Evans; Deborah; K.	Electronic Yearbook Publication System
U.S.	5,428,777	06/27/95	Perliski, Frances P.; Hennigan, Edward L.; Pennington, Howard; Hyde; Mary T.	Automated Indexing and Spell Checking of Yearbooks

Taylor Publishing Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
U.S.	ELITEVISION	2,603,936	08/06/02
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	12/05/00
U.S.	PAGEVISION	1,541,265	05/30/89
U.S.	SAM (and design)	2,542,764	02/26/02
U.S.	SMART PAY	2,630,357	10/08/02
U.S.	SPECTRA	76/343,521	11/28/01
U.S.	TYPEVISION	1,501,046	08/23/88
U.S.	ULTRAVISION	2,198,157	10/20/98
U.S.	YB!PRO	278,171	11/25/03
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U.S.	SPECTRA	78/337,134	01/15/04

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U.S.	TX 5-156-251	03/09/00	VISION 2000 - version 2.047 Computer Software Program
U.S.	TX 5-156-250	03/09/00	VISION 2000 - version 2.065 Computer Software Program
U.S.	TXu 940-489	03/09/00	EZPIX Computer Software Program
U.S.	TX 1-051-027		A decade of dreams.
U.S.	TX 4-169-453		A golfer's travel journal.
U.S.	TXu 17-272		A guide to the publication of your alumni directory..
U.S.	TX 252-098		A guide to the publication of your media catalog.

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U.S.	TX 3-540-645		A Southern gardener's notebook. By William C. Welch, Don Hastings, Stan DeFreitas.
U.S.	VA 769-172		A winning edge. By Bonnie Blair with Greg Brown; ill. by Doug Keith..
U.S.	TXu 10-669		Academic catalog mark-up manual.
U.S.	VA 892-325		Always dream. By Kristi Yamaguchi with Greg Brown; ill. by Doug Keith.
U.S.	TX 4-187-837		And now, your Chicago Bulls; a thirty-year celebration. By Roland Lazenby.
U.S.	VA 767-448		Bounce back. By Sheryl Swoopes with Greg Brown; ill. by Doug Keith.
U.S.	TX 1-788-488		Commercial real estate--how to buy, build, manage, sell and profit from it. Edited by Jack Corgan
U.S.	TX 2-288-441		Complete guide to Florida gardening.
U.S.	VA 769-173		Count me in. By Cal Ripken, Jr., with Greg Brown; ill. by Doug Keith.
U.S.	TX 1-554-309		Critters--common household and garden pests of Texas.
U.S.	TX 3-546-294		Cycling Texas; 25 great new bike tours in the Lone Star State. Foreword by Peter Nye.
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U.S.	TX 1-760-018		Dallas today. By Robert A. Lawrence.
U.S.	TX 4-463-613		Dauntless; a history of the 99th Infantry Division. By William C. C. Cavanaugh.
U.S.	TX 1-744-061		Denny McKeown's Complete guide to Midwest gardening.
U.S.	TX 4-064-931		Feeding frenzy] the wild new world of the San Jose Sharks. By Steve Cameron.
U.S.	TX 3-992-678		Fire in the desert; the remarkable rise of Arizona basketball. By Steve Cameron.
U.S.	VA 818-301		First & goal. By Dan Marino with Greg Brown; ill. by Christopher Paluso.

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U.S.	TX 3-998-445		George Brett, last of a breed. By Steve Cameron.
U.S.	unknown		Giants--70 years of championship football. By John Steinbreder.
U.S.	TX 2-933-080		Good food, good friends; the guide to today's easy entertaining. By Linda Foley Woodrum.
U.S.	TX 4-069-102		Hardwood gold--the rise and fall of the Denver Nuggets. By Mike Monroe; foreword by Dan Issel.
U.S.	unknown		Heart of gold. By Kerri Strug with Greg Brown; ill. by Doug Keith.
U.S.	TX 1-806-020		Herb Grundell's Complete guide to Rocky Mountain gardening.
U.S.	VA 919-843		Hit a grand slam] By Alex Rodriguez with Greg Brown; ill. by Doug Keith.
U.S.	TX 4-244-311		Hoos 'n' Hokies--the rivalry; 100 years of Virginia, Virginia Tech football. By Doug & Roland Lazenby.
U.S.	TX 2-258-688		IndexVision.
U.S.	TX 1-015-767		Journey to triumph; 110 Dallas Cowboys tell their stories. Compilation with some additional text by Carlton Stowers.
U.S.	TX 3-994-053		Lion's pride; 60 years of Detroit Lions football. Mike Murray, editor et al.
U.S.	TX 1-744-063		Loaded dice; the true story of a casino cheat. By John Soares.
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U.S.	TX 1-262-689		Managing the student yearbook; a resource for the modern yearbook management & design. By Jim Nelson Black.

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U.S.	TX 3-998-820		Moments, memories, miracles; a quarter century with the Kansas City Royals. By Angela Saulino Osborne; foreword by Heather Whitestone; introd. by Leonard C. Horn.
U.S.	TX 2-247-906		MoneyVision; yearbook sales.
U.S.	TX 2-248-195		MoneyVision; other sales and expenses.
U.S.	TX 946-580		Neil Sperry's Complete guide to Texas gardening.
U.S.	TX 2-190-782		PageVision.
U.S.	VA 854-682		Reach higher. By Scottie Pippen with Greg Brown; ill. by Doug Keith.
U.S.	TX 3-666-669		Reaching for the stars.
U.S.	TX 1-766-641		Realism in revolution; the art of the Boston School. Edited by Richard Lack.
U.S.	TX 4-051-949		Rip City] a quarter century with the Portland Trail Blazers. By Steve Cameron; foreword by Hillary Glickman; introd. by Jack Ramsay.
U.S.	TX 2-453-836		Sabres; 26 seasons in Buffalo's Memorial Auditorium. By Ross Brewitt.
U.S.	PA 542-535		Since you rescued me. Every generation.
U.S.	VA 767-452		Steve Young--Forever Young. Text by Steve Young with Greg Brown; ill. by Doug Keith.
U.S.	TX 260-265		Taylor talk--what's new in yearbooks.
U.S.	TX 260-267		Taylor talk--what's new in yearbooks.
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U.S.	TX 3-994-770		The Bears; a 75-year celebration. By Richard Whittingham; introd. by Ed McCaskey; foreword by Walter Payton.
U.S.	TX 2-460-076		The book of Texas bests. By Kirk Dooley.
U.S.	TX 2-593-766		The Dallas Mavericks, '88-'89. By Steve Pate; photos. by Layne Murdoch.
U.S.	TX 2-510-848		The Detroit Pistons, 1988-'89. By Ronald Lazenby; photos. by Kirthmon Dozier.
U.S.	TX 1-262-688		The greatest honky-tonks in Texas.
U.S.	TX 361-315		The guide, field representatives.
U.S.	TX 1-744-062		The Jockey Club cookbook. By Stan Dworkin;

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			photos. by William Pell & Aldo Tutino.
U.S.	TX 2-509-794		The official Boston Celtics greenbook, 1988-'89. By Roland Lazenby; photos. by Steve Lypofsky.
U.S.	TX 2-187-159		The official Dallas Cowboys bluebook. Edited by Olivia Lane, et al.
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U.S.	TX 1-071-628		The official Dallas Cowboys bluebook. Edited by Olivia Lane, et al.
U.S.	TX 1-368-199		The official Dallas Cowboys bluebook. Edited by Olivia Lane, et al.al.
U.S.	TX 1-979-553		The official Dallas Cowboys bluebook. Edited by Olivia Lane, et al.
U.S.	TX 758-637		The official Dallas Cowboys bluebook. Edited by Olivia Lane, et al.
U.S.	TX 968-367		The official Dallas Cowboys bluebook. Edited by Olivia Lane, et al.
U.S.	TX 3-9993-634		The Packers] By Steve Cameron.
U.S.	TX 4-590-871		The Pittsburgh Steelers; the official team history. By Abby Mendelson.
U.S.	TX 4-001-093		The Yankees; an authorized history of the New York Yankees. By Phil Pepe.
U.S.	PA 542-537		There is love. A lamp unto my feet. Sweet gospel music.
U.S.	TX 3-991-540		True Brew; a quarter century with the Milwaukee Brewers. By Chuck Carlson
U.S.	TX 2-506-793		TapeVision Plus. By Howard E. Pennington.
U.S.	TX 4-553-568		Washington Redskins; the authorized history. By Thom Loverro.
U.S.	TX 1-862-002		West Yuma County, Colorado; a history of West Yuma County, 1886-1986. Editor, Shirley

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			Starnes.
U.S.	PA 542-536		Would you? First love.
U.S.	TX 439-615		Yearbook rally. By C. Medley.
U.S.	TX 1-282-934		Texas runner's log and calendar, 1984.
U.S.	TX 1-558-888		Texas runner's log and calendar, 1985.
U.S.	PAu 1-664-098		Say a prayer; & 1 other song.
U.S.	TX 1-979-554		The official Miami Dolphins guidebook. By Lou Sahadi.
U.S.	TX 524-239		The land between rivers. By J. Milton Henry.
U.S.	TX 1-563-969		Stan DeFreitas' Complete guide to Florida gardening.
U.S.	TX 1-540-236		Texas women. By Richard Pruitt & David Woo.
U.S.	TX 1-980-149		Leonard Tharp--an American style of flower arrangement. Text by Lisa Ruffin & Leonard Tharp; photography by Narinder Sall.
U.S.	TX 2-232-835		The Dallas Mavericks. Text by Steve Pate.

Internet Domain Names

<u>Obligor</u>	<u>Internet Domain Name</u>
CBI	aa-corp.org
CBI	aac-inet.cc
CBI	aac-inet.com
CBI	aa-corp.biz
CBI	aa-corp.com
CBI	aboutofficialring.com
CBI	americanachievementcorp.com
CBI	Artcarved.biz
CBI	artcarved.cc
CBI	artcarved.com
CBI	Artcarved.info
CBI	Artcarvedbridal.com
CBI	artcarvedcollege.com
CBI	artcarvedcollege.net
CBI	Artcarveddiamond.com
CBI	artcarvedgrad.com

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CBI	artcarvedhigh.com
CBI	Artcarvedwedding.com
CBI	Balfour.biz
CBI	balfour.com
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CBI	balfourcollectibles.com
CBI	balfourgrad.com
CBI	balfourrep.com
CBI	balfour-rep.com
CBI	Balfour-rings.com
CBI	balfoursports.com
CBI	balfour-sports.com
Taylor	buymyearbook.com
Taylor	buymyearbook.net
Taylor	buymyearbook.org
CBI	cbi-graphics.com
CBI	cbi-inet.com
CBI	cbi-insignia.com
CBI	cbi-rings.com
CBI	cbi-vpn.com
CBI	cbiwebjam.com
CBI	cbiwebjam.net
CBI	celebrationrings.com
CBI	celebrationsoflife.biz
CBI	celebrationsoflife.com
CBI	celebrationsoflife.info
CBI	classring.cc
Taylor	commemorativebrands.com
Taylor	commemorativebrands.net
Taylor	commemorativebrands.org
Taylor	commemorativeedition.com
Taylor	commemorativeedition.net
Taylor	commemorativeedition.org
Taylor	commemorativeeditions.com
Taylor	commemorativeeditions.net
Taylor	commemorativeeditions.org
ECI	deans-list.com
ECI	eci-online.com
ECI	eci-scholar.com
ECI	ecisucks.com
ECI	eci-whoswho.cc
ECI	eci-whoswho.com
ECI	ecsf.org
CBI	e-officialring.com
CBI	graduationrings.com
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CBI	highschoolclassring.cc

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CBI	highschoolclassring.com
CBI	highschoolclassring.net
CBI	highschoolclassring.org
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ECI	honoring.cc
ECI	honoring.com
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CBI	iclassrings.com
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CBI	keepsakebowling.com
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CBI	keepsakejewelry.com
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ECI	whoswho-highschool.com
ECI	whoswho-hs.com
ECI	whoswho-sports.com
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Taylor	yearbookpaymentcenter.com
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**SCHEDULE 4.8
TO PLEDGE AND SECURITY AGREEMENT**

Name of Grantor

Commercial Tort Claims

None.

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