

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Visant Secondary Holdings Corp.	FORMERLY Jostens Secondary Holdings Corp.	06/25/2007	CORPORATION: DELAWARE
Visant Corporation	FORMERLY Jostens IH Corp.	06/25/2007	CORPORATION: DELAWARE
Visual Systems, Inc.		06/25/2007	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	Credit Suisse (f/k/a Credit Suisse First Boston), as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Banking Corporation: SWITZERLAND

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3011905	BASEONE
Registration Number:	3071420	VARICHROME
Registration Number:	2426365	DIRECT 2 PRINT DIGITAL SYSTEM BECAUSE IT'S A DIGITAL WORLD
Serial Number:	77032878	FEELING IS BELIEVING
Registration Number:	3104535	INNOVATION. COVER TO COVER.

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7609  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Kirstie Howard, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$140.00 3011905

Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 048848/0015

NAME OF SUBMITTER: Kirstie Howard

Signature: /kh/

Date: 07/06/2007

Total Attachments: 5  
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TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2007, among VISANT SECONDARY HOLDINGS CORP. (f/k/a JOSTENS SECONDARY HOLDINGS CORP.) ("Holdings"), VISANT CORPORATION (f/k/a JOSTENS IH CORP.) (the "Borrower"), VISUAL SYSTEMS, INC. (the "Subsidiary Grantor") and CREDIT SUISSE (f/k/a CREDIT SUISSE FIRST BOSTON), as Administrative Agent (the "Administrative Agent").

Reference is made to the Security Agreement dated as of October 4, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, certain subsidiaries of the Borrower and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 4, 2004 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Grantor are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

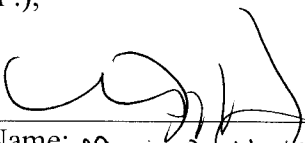
(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

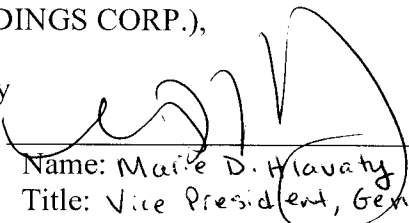
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided that security interests granted herein shall automatically terminate upon the termination, release or other discharge of the Administrative Agent's security interest in the Trademark Collateral granted pursuant to the Security Agreement as contemplated by the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

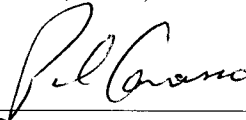
VISANT CORPORATION (f/k/a JOSTENS IH CORP.),

By   
Name: Marie D. Hlavaty  
Title: Vice President, General Counsel

VISANT SECONDARY HOLDINGS CORP (f/k/a JOSTENS SECONDARY HOLDINGS CORP.),

By   
Name: Marie D. Hlavaty  
Title: Vice President, General Counsel

VISUAL SYSTEMS, INC.,

By   
Name: Paul B. Carouso  
Title: Senior Vice President, Finance

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent,

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VISANT CORPORATION (f/ka JOSTENS IH CORP.),

By

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

VISANT SECONDARY HOLDINGS CORP. (f/ka JOSTENS SECONDARY HOLDINGS CORP.),

By

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

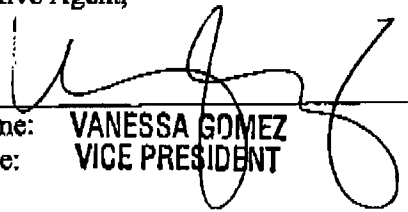
VISUAL SYSTEMS, INC.,

By

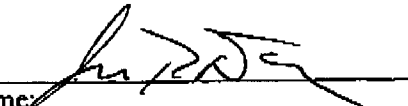
\_\_\_\_\_  
Name:  
Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent,

By

  
\_\_\_\_\_  
Name: VANESSA GOMEZ  
Title: VICE PRESIDENT

By

  
\_\_\_\_\_  
Name: JAMES NEIRA  
Title: ASSOCIATE

## Schedule I

### I. Trademarks

#### *U.S. Trademarks:*

- A. Baseone name trademark  
Application Number: 76/597,108  
Application Date: June 10, 2004  
Registration Number: 3,011,905  
Registration Date: November 1, 2005
- B. Varichrome name trademark  
Application Number: 76/484,805  
Application Date: January 27, 2003  
Registration Number: 3,071,420  
Registration Date: March 21, 2006
- C. Direct 2 Print Digital System Because It's A Digital World name and design trademark  
Application Number: No. 75/757,948  
Application Date: February 6, 2001  
Registration Number: 2,426,365  
Registration Date: February 6, 2001
- D. Feeling Is Believing name trademark  
Application Number: No. 77/032,878  
Application Date: October 1, 2006  
Registration Number: Trademark is pending
- E. Innovation Cover to Cover name trademark  
Application Number: 76/626,330  
Application Date: January 25, 2005  
Registration Number: 3,104,535  
Registration Date: June 13, 2006

### II. Trademark Applications

None.

### III. Trademark Licenses

None.