

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Taylor Publishing Company		11/01/2010	CORPORATION: DELAWARE
Commemorative Brands, Inc.		11/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust Company, as Collateral Trustee		
<b>Street Address:</b>	1100 N Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	Banking Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 69</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3329517	ARTCARVED CLASS RINGS	
Registration Number:	3251799	ARTCARVED	
Registration Number:	1462750	VALADIUM	
Registration Number:	3115523	THE STACKABLE COLLECTION	
Registration Number:	3395449	ADMIRATION	
Registration Number:	2689538	DIAMOND DATES	
Registration Number:	2441434	BALFOUR SPORTS	
Registration Number:	2425520	BAL	
Registration Number:	2837538	GIRL'S ALL*STAR	
Registration Number:	2839332	BOY'S ALL*STAR	
Registration Number:	2772772	THE ALL STAR SERIES	
Registration Number:	2189715	GENERATIONS OF LOVE	
Registration Number:	2013791	CELEBRATIONS OF LIFE	

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**TRADEMARK  
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Registration Number:	2138090	BALFOUR "CHOICE OF CHAMPIONS"
Registration Number:	1625895	BALFOUR AURALITE
Registration Number:	2559164	GRADUATION CELEBRATION
Registration Number:	2619803	GRADUATION CELEBRATION
Registration Number:	1985712	NS
Registration Number:	1936229	IMAGE INLAY
Registration Number:	3693333	CAPBAL
Registration Number:	1904359	R. JOHNS, LTD
Registration Number:	1904358	R. JOHNS
Registration Number:	1805999	KEYSTONE
Registration Number:	1690099	HERALDRY HOUSE
Registration Number:	1702486	GOLDEN DYNALLOY
Registration Number:	1702485	DYNALLOY
Registration Number:	1373682	BALFOUR
Registration Number:	1301528	ACCR
Registration Number:	1293285	FREEDOM OF CHOICE
Registration Number:	1099453	DESIGNER
Registration Number:	0930499	JR
Registration Number:	0277153	KEEPSAKE
Registration Number:	1892645	KEEPSAKE
Registration Number:	1799274	KEEPSAKE
Registration Number:	3541674	KEEPSAKE
Registration Number:	3750300	CAPSTONE
Registration Number:	1182023	CELESTRUM
Registration Number:	3565069	GRATITUDE
Registration Number:	1704202	LETTERMAN
Registration Number:	1594125	MASTER
Registration Number:	2986422	NAMESAKE
Registration Number:	3327499	NAMESAKE SOMETHING YOU
Registration Number:	3677589	OROBRIGHT
Registration Number:	1596306	QUALIUM
Registration Number:	3132878	RIBBONS OF LOVE
Registration Number:	3367558	RING OF CHAMPIONS
Registration Number:	0989301	SILADIUM
Registration Number:	3243672	SILVER PLUS

Registration Number:	2809562	SILVER SELECT
Registration Number:	3750775	STARFIRE
Registration Number:	3049065	YOUR MEMORIES. YOUR STYLE. YOUR RING.
Registration Number:	3101514	INDEPENDENCE
Registration Number:	1598500	JOHN ROBERTS
Registration Number:	3116153	STUDIOWORKS
Registration Number:	2911085	SPECTRA
Registration Number:	3289929	MYYEAR.COM
Registration Number:	2603936	ELITE VISION
Registration Number:	2630357	SMART PAY
Registration Number:	2321891	YEARZINE
Registration Number:	2411040	NET CHEK
Registration Number:	2263634	EZPIX
Registration Number:	3459502	TAYLOR SPECIALTY BOOKS
Registration Number:	3544850	MYPAGES
Registration Number:	2542764	SAM
Registration Number:	3758705	SIMPLYCREATE
Registration Number:	3545371	TAYLOR MADE SOLUTIONS
Registration Number:	3152334	YEARBOOK STUDIO
Serial Number:	85074767	ARTCARVED CLASS RINGS
Serial Number:	85016189	BALFOUR PREMIUM SILVER

**CORRESPONDENCE DATA**

Fax Number: (312)558-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3125586352  
Email: lkonrath@winston.com  
Correspondent Name: Laura Konrath  
Address Line 1: 35 West Wacker Drive  
Address Line 2: Winston & Strawn LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	5024.74
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	11/02/2010

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust Company, as collateral trustee (in such capacity, together with its successors and permitted assigns, the "Collateral Trustee") for the Agent, the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Trustee (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Trustee as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Trustee for the benefit of the Secured Parties, and grants to the Collateral Trustee for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TAYLOR PUBLISHING COMPANY  
COMMEMORATIVE BRANDS, INC.,  
each as a Grantor

By: K. G. Radhakrishnan  
Name: Kris Radhakrishnan  
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
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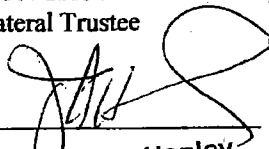
ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST COMPANY,  
as Collateral Trustee

By: \_\_\_\_\_

Name:

Title:

  
James A. Hanley  
Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004308 FRAME: 0838



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>US Registration No.</u>
Commemorative Brands, Inc.	ARTCARVED CLASS RINGS	3.329.517
Commemorative Brands, Inc.	ARTCARVED	3.251.799
Commemorative Brands, Inc.	VALADIUM	1.462.750
Commemorative Brands, Inc.	THE STACKABLE COLLECTION	3.115.523
Commemorative Brands, Inc.	ADMIRATION	3.395.449
Commemorative Brands, Inc.	DIAMOND DATES	2.689.538
Commemorative Brands, Inc.	BALFOUR SPORTS (stylized)	2.441.434
Commemorative Brands, Inc.	BAL	2.425.520
Commemorative Brands, Inc.	GIRL'S ALL*STAR	2.837.538
Commemorative Brands, Inc.	BOY'S ALL*STAR	2.839.332
Commemorative Brands, Inc.	THE ALL*STAR SERIES	2.772.772
Commemorative Brands, Inc.	GENERATIONS OF LOVE	2.189.715
Commemorative Brands, Inc.	CELEBRATIONS OF LIFE	2.013.791
Commemorative Brands, Inc.	BALFOUR "CHOICE OF CHAMPIONS"	2.138.090
Commemorative Brands, Inc.	BALFOUR AURALITE	1.625.895
Commemorative Brands, Inc.	GRADUATION CELEBRATION	2.559.164
		2.619.803
Commemorative Brands, Inc.	NS	1.985.712
Commemorative Brands, Inc.	IMAGE INLAY	1.936.229
Commemorative Brands, Inc.	CAPBAL	3.693.333
Commemorative Brands, Inc.	R. JOHNS, LTD	1.904.359
Commemorative Brands, Inc.	R. JOHNS	1.904.358
Commemorative Brands, Inc.	KEYSTONE	1.805.999
Commemorative Brands, Inc.	HERALDRY HOUSE (stylized)	1.690.099
Commemorative Brands, Inc.	GOLDEN DYNALLOY	1.702.486
Commemorative Brands, Inc.	DYNALLOY	1.702.485
Commemorative Brands, Inc.	BALFOUR	1.373.682
Commemorative Brands, Inc.	ACCR (stylized)	1.301.528
Commemorative Brands, Inc.	FREEDOM OF CHOICE	1.293.285
Commemorative Brands, Inc.	DESIGNER	1.099.453
Commemorative Brands, Inc.	JR & Design	0.930.499
Commemorative Brands, Inc.	KEEPSAKE (stylized)	0.277.153
Commemorative Brands, Inc.	KEEPSAKE & Design	1.892.645
Commemorative Brands, Inc.	KEEPSAKE	1.799.274
		3.541.674
Commemorative Brands, Inc.	CAPSTONE	3.750.300
Commemorative Brands, Inc.	CELESTRUM	1.182.023
Commemorative Brands, Inc.	GRATITUDE	3.565.069
Commemorative Brands, Inc.	LETTERMAN	1.704.202
Commemorative Brands, Inc.	MASTER	1.594.125
Commemorative Brands, Inc.	NAMESAKE	2.986.422
Commemorative Brands, Inc.	NAMESAKE SOMETHING YOU & Design	3.327.499
Commemorative Brands, Inc.	OROBRIGHT	3.677.589
Commemorative Brands, Inc.	QUALIUM	1.596.306
Commemorative Brands, Inc.	RIBBONS OF LOVE	3.132.878
Commemorative Brands, Inc.	RING OF CHAMPIONS	3.367.558

Commemorative Brands, Inc.	SILADIUM	0.989.301
Commemorative Brands, Inc.	SILVER PLUS	3.243.672
Commemorative Brands, Inc.	SILVER SELECT	2.809.562
Commemorative Brands, Inc.	STARFIRE	3.750.775
Commemorative Brands, Inc.	YOUR MEMORIES YOUR STYLE YOUR RING	3.049.065
Commemorative Brands, Inc.	INDEPENDENCE	3.101.514
Commemorative Brands, Inc.	JOHN ROBERTS	1.598.500
Taylor Publishing Company	STUDIOWORKS	3.116.153
Taylor Publishing Company	SPECTRA	2.911.085
Taylor Publishing Company	MYYEAR.COM	3.289.929
Taylor Publishing Company	ELITE VISION	2.603.936
Taylor Publishing Company	SMART PAY	2.630.357
Taylor Publishing Company	YEARZINE	2.321.891
Taylor Publishing Company	NET CHECK	2.411.040
Taylor Publishing Company	EZPIX	2.263.634
Taylor Publishing Company	TAYLOR SPECIALTY BOOKS (stylized)	3.459.502
Taylor Publishing Company	MYPAGES	3.544.850
Taylor Publishing Company	SAM & Design	2.542.764
Taylor Publishing Company	SIMPLYCREATE	3.758.705
Taylor Publishing Company	TAYLOR MADE SOLUTIONS	3.545.371
Taylor Publishing Company	YEARBOOK STUDIO	3.152.334

## 2. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademarks</u>	<u>US Registration No.</u>
Commemorative Brands, Inc.	ARTCARVED CLASS RINGS (stylized)	Ser.#85/074,767
Commemorative Brands, Inc.	BALFOUR PREMIUM SILVER	Published Ser#85016189