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TO: ANGELA M. AMARU C/O LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.111/15/2010
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| | | | |
|--|---|--|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Parity Lien Trademark Security Agreement | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Commemorative Brands, Inc. | | 11/01/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust Company, as Collateral Trustee | | |
| Street Address: | 1100 N. Market Street | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19890 | | |
| Entity Type: | Banking Corporation: <i>Delaware</i> | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85074767 | ARTCARVED CLASS RINGS | |
| Serial Number: | 85016189 | BALFOUR PREMIUM SILVER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)751-4864 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 212-906-1200 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Angela M. Amaru c/o Latham & Watkins | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 022411-1110 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| Signature: | /s/ Angela M. Amaru | | |

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Date:

11/15/2010

Total Attachments: 7

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TO: ANGELA M. AMARU C/O LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

THIS PARITY LIEN 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 Secured Parties (as defined in the Parity Lien Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Company issued 10.875% Senior Secured Notes (including any related exchange notes, the "Notes") in an aggregate principal amount of \$365,000,000 pursuant to an Indenture dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") among the Company, the Grantors party thereto, Wells Fargo Bank, National Association, as trustee (in such capacity, together with its successors and permitted assigns, the "Notes Trustee") and the Collateral Trustee;

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

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

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, 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 Parity Lien 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;

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(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. Parity Lien Security Agreement. The security interest granted pursuant to this Parity Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Parity Lien 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 Parity Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Collateral Trust Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Parity Lien Trademark Security Agreement and the exercise of any right or remedy by such Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement, dated as of November 1, 2010, among American Achievement Corporation, the Guarantors from time to time party thereto, General Electric Capital Corporation, as Administrative Agent under the Credit Agreement (as defined therein), each other Priority Lien Representative (as defined therein) from time to time party thereto, the Notes Trustee, each other Parity Lien Representative (as defined therein) from time to time party thereto, each Junior Lien Representative (as defined therein) from time to time party thereto, and the Collateral Trustee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Collateral Trust Agreement"). In the event of any conflict between the terms of the Collateral Trust Agreement and this Parity Lien Trademark Security Agreement, the terms of the Collateral Trust Agreement will govern.

Section 5. 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 6. Counterparts. This Parity Lien 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.

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Section 7. Governing Law. This Parity Lien 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]

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

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

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

Parity Lien Trademark Agreement

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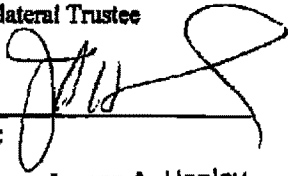
TO: ANGELA M. AMARU C/O LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST COMPANY,
as Collateral Trustee

By: _____

Name:
Title:



James A. Hanley
Vice President

Parity Lien Trademark Agreement

TRADEMARK
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SCHEDULE I
TO
PARITY LIEN 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 |

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| | | |
|----------------------------|------------------------------------|-----------|
| 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 |

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