

USPTO

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

MLO 11/15/10

03/03/2011

Electronic Version v1.1  
Stylesheet Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT													
NATURE OF CONVEYANCE:		Parity Lien Trademark Security Agreement													
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Commemorative Brands, Inc.</td> <td></td> <td>11/01/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Commemorative Brands, Inc.		11/01/2010	CORPORATION: DELAWARE				
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Commemorative Brands, Inc.		11/01/2010	CORPORATION: DELAWARE												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Wilmington Trust Company, as Collateral Trustee</td> </tr> <tr> <td>Street Address:</td> <td>1100 N. Market Street</td> </tr> <tr> <td>City:</td> <td>Wilmington</td> </tr> <tr> <td>State/Country:</td> <td>DELAWARE</td> </tr> <tr> <td>Postal Code:</td> <td>19890</td> </tr> <tr> <td>Entity Type:</td> <td>Banking Corporation: Delaware</td> </tr> </table>				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: Delaware
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PROPERTY NUMBERS Total: 2															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85074787</td> <td>ARTCARVED CLASS RINGS</td> </tr> <tr> <td>Serial Number:</td> <td>85016189</td> <td>BALFOUR PREMIUM SILVER</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85074787	ARTCARVED CLASS RINGS	Serial Number:	85016189	BALFOUR PREMIUM SILVER			
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Serial Number:	85074787	ARTCARVED CLASS RINGS													
Serial Number:	85016189	BALFOUR PREMIUM SILVER													
CORRESPONDENCE DATA															
<p>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 &amp; Watkins  Address Line 1: 885 Third Avenue  Address Line 2: Suite 1000  Address Line 4: New York, NEW YORK 10022</p>															
ATTORNEY DOCKET NUMBER:		022411-1110													
NAME OF SUBMITTER:		Angela M. Amaru													
Signature:		/s/ Angela M. Amaru													

CH \$65.00 85074767

TRADEMARK  
REEL: 004495 FRAME: 0054

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]

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

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

TRADEMARK  
REEL: 004495 FRAME: 0058

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

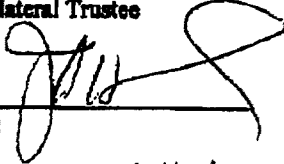
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**ACCEPTED AND AGREED**  
as of the date first above written:

**WILMINGTON TRUST COMPANY,**  
as Collateral Trustee

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

Name:  
Title:



James A. Hanley  
Vice President

Parity Lien Trademark Agreement

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

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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TRADEMARK  
REEL: 004495 FRAME: 0060

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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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