

11-20-2000



101521319

11-8-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other Release of Security Interest

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
07 26 2000

Name Fleet National Bank

Formerly BankBoston, N.A.

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization United States

Receiving Party

Mark if additional names of receiving parties attached

Name Commemorative Brands, Inc.

DBA/AKA/TA f/k/a Scholastic Brands, Inc.

Composed of

Address (line 1) 7211 Circle S Road

Address (line 2)

Address (line 3) Austin Texas USA 78745
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002172 FRAME: 0650

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:
FEDERAL RESEARCH CORP.,
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Stuart W. Rathje

Stuart W. Rathje

10/31/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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Zip Code

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

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Registration Number(s)

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<input type="text" value="1099453"/>	<input type="text" value="1109309"/>	<input type="text" value="0989301"/>
<input type="text" value="0930499"/>	<input type="text" value="0917169"/>	<input type="text" value="0880173"/>
<input type="text" value="0785584"/>	<input type="text" value="0764668"/>	<input type="text" value="0685128"/>
<input type="text" value="0516188"/>	<input type="text" value="0414464"/>	<input type="text" value="0277153"/>
<input type="text" value="0751685"/>	<input type="text" value="0750851"/>	<input type="text" value="0766694"/>
<input type="text" value="0751246"/>	<input type="text" value="1279766"/>	<input type="text" value="0764669"/>

**RECORDATION FORM COVER SHEET
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1654039	1704202	1625895
1598500	1594125	1596306
1476898	1462750	1398462
1356522	1368909	1340604
1373682	1368860	1301533
1301528	1365476	1293285
1315677	1267451	1229607

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Registration Number(s)

1931571	1936229	1932380
1932381	1889807	1934198
2138090	1904358	1904359
1852353	2063574	1892645
1805999	1768581	1799274
1729785	1760414	1690099
1702486	1702485	1767596

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0884783	0967840	1854593
1220792	1193591	
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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by **FLEET NATIONAL BANK**, f/k/a **BANKBOSTON, N.A.**, successor by merger to **BANKBOSTON, N.A.**, a national banking association (f/k/a **The First National Bank of Boston** and successor by merger to **Rhode Island Hospital Trust National Bank**), individually and in its capacity as agent ("Releasor"), in favor of **COMMEMORATIVE BRANDS, INC.** (f/k/a **Scholastic Brands, Inc.**), a Delaware corporation ("Releasee").

WHEREAS, Releasee and Releasor entered into that certain Revolving Credit, Term Loan and Gold Consignment Agreement dated as of December 16, 1996, as amended or otherwise modified from time to time (the "Agreement");

WHEREAS, pursuant to the Agreement, Releasee executed that certain Restated Trademark Collateral Security And Pledge Agreement dated as of December 16, 1996 ("Security Agreement") and that certain Supplemental Restated Trademark Collateral Security And Pledge Agreement dated as of January 15, 1997 ("Supplemental Security Agreements") in favor of Releasor, pursuant to which Releasee granted to Releasor a continuing security interest in and first priority lien (the "Security Interest") on the Pledged Trademarks (as defined in the Security Agreement) including without limitation the following:

(i) All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and business of Releasee, that (i) are set forth on Schedule A hereto; or (ii) have been adopted, acquired, owned, held or used by the Releasee or are now owned, held or used by the Releasee, in the Releasee's business, or with the the Releasee's products or services, or in which the Releasee has any right, title and interest, or (iii) are in the future adopted, acquired, owned, held and used by the Releasee in the Releasee's business or with the Releasee's products or services, or in which the Releasee in the future acquires any right, title and interest (defined in the Security Agreement as "Trademarks");

(ii) All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of Releasee or the Releasor, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations (defined in the Security Agreement as "Trademark Registrations");

(iii) Any and all past, present or future rights and interests of the Assignor pursuant to any past, present and future franchising or licensing agreements in favor of the Releasee, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future,

including the right (but not the obligation) in the name of Releasee or the Releasor to enforce, and sue and recover for, any breach or violation of any such Agreement to which Releasee is a party (defined in the Security Agreement as "Trademark License Rights");

(iv) Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Releasee or the Releasor for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury, and the Trademark License Rights (defined in the Security Agreement as "Trademark Rights");

(v) All goodwill of the Releasee and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof (defined in the Security Agreement as "Associated Goodwill"); and

(vi) All assets, rights and interests of the Releasor that uniquely reflect or embody the Associated Goodwill, including the following: (a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods and services under or in association with any of the Trademarks; and (b) the following documents and things in the possession or under the control of the Releasee, or subject to its demand for possession or control, related to the production, delivery, provision and sale by Releasee, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Releasee in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof: (1) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Releasee, its affiliates or franchisees or licensees or contractors, for products and services sold under and in connection with the Trademarks or the Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity; (2) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights; (3) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and service used in the manufacture, production, provision, delivery and sale of products

or services under or in connection with the Trademarks or Trademark Rights; and (4) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights (defined in the Security Agreement as "Related Assets");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 1543/Frame 0228-0256 on December 20, 1996 and the Supplemental Security Agreement was recorded at the United States Patent and Trademark Office at Reel 1546/Frame 0108-0119 on January 22, 1997;


WHEREAS, Releasee has requested that Releasor release and discharge fully the Security Interest; and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest, and all other right, title and interest in and to the Pledged Trademarks conveyed to Releasor (if any) pursuant to the Security Agreement and Supplemental Security Agreement, and Releasor reassigns any and all such right, title and interest that it may have in the Pledged Trademarks (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably requests in order to confirm Releasee's rights in and to the Pledged Trademarks.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 25 day of July 2000.

FLEET NATIONAL BANK
f/k/a BANKBOSTON, N.A.,
Individually and as Agent

By: 
Name: CYNTHIA G. STANNARD
Title: VICE PRESIDENT


CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONN

ss.: HARTFORD

COUNTY OF HARTFORD

On this 25 day of July 2000, before me, the undersigned, personally appeared CYNTHIA G. STANNARD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL]
GEORGE E. DURSTIN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2003

SCHEDULE A

Mark	Owner	Serial No.	Reg. No.
Reflection Series by Balfour	Commemorative Brands, Inc.	75-114888	2179081
Academy Series by Balfour	Commemorative Brands, Inc.	75-114890	2126269
Generations of Love	Commemorative Brands, Inc.	75-110796	2189715
AE Alliance for Education by Balfour	Commemorative Brands, Inc.	75-046516	None
Jewelry for Generations	Commemorative Brands, Inc.	75-035183	2026934
Celebration of Life	Commemorative Brands, Inc.	75-030037	2013791
Kinder Grad	Commemorative Brands, Inc.	75-029012	None
Hole-In-One	Commemorative Brands, Inc.	75-029016	None
Class Thoughts	Commemorative Brands, Inc.	75-016608	2029920
Ring of Champions	Commemorative Brands, Inc.	74-725692	2095726
NS	Commemorative Brands, Inc.	74-714106	1985712
The Spirit Ring	Commemorative Brands, Inc.	74-714107	None
Class Rings Limited	Commemorative Brands, Inc.	74-699066	None
Keystone	Commemorative Brands, Inc.	74-699067	1976772
Reflective Image Under Bridge	Commemorative Brands, Inc.	74-699068	None
Registered Traditions	Commemorative Brands, Inc.	74-601229	1931571
Image Inlay	Commemorative Brands, Inc.	74-560355	1936229
Keepsake Personalized Marriage Ring	Commemorative Brands, Inc.	74-528596	1932380
Keepsake Diamond Replica	Commemorative Brands, Inc.	74-528597	1932381
Balfour Officially Licensed Pro Team Collection	Commemorative Brands, Inc.	74-508022	1889807
Sake	Commemorative Brands, Inc.	74-503373	1934198
Balfour "Choice of Champions"	Commemorative Brands, Inc.	74-494940	2138090
R. Johns	Commemorative Brands, Inc.	74-482517	1904358
R. Johns, Ltd.	Commemorative Brands, Inc.	74-482519	1904359

	Brands, Inc.		
Pandora LTD.	Commemorative Brands, Inc.	74-435962	1852353
K	Commemorative Brands, Inc.	74-377451	2063574
Keepsake	Commemorative Brands, Inc.	74-377452	1892645
Keystone	Commemorative Brands, Inc.	74-306664	1805999
None-Design Only	Commemorative Brands, Inc.	74-306666	1768581
Keepsake	Commemorative Brands, Inc.	74-290509	1799274
BMRI	Commemorative Brands, Inc.	74-244493	1729785
A.S.A.P.	Commemorative Brands, Inc.	74-211218	1760414
Heraldry House	Commemorative Brands, Inc.	74-188539	1690099
Golden Dynalloy	Commemorative Brands, Inc.	74-137730	1702486
Dynalloy	Commemorative Brands, Inc.	74-130562	1702485
Balfour Motivational Research Institute	Commemorative Brands, Inc.	74-123413	1767596
Selectalloy	Commemorative Brands, Inc.	74-055986	1654039
Letterman	Commemorative Brands, Inc.	74-054229	1704202
Balfour Auralite	Commemorative Brands, Inc.	73-830137	1625895
John Roberts	Commemorative Brands, Inc.	73-828977	1598500
Master	Commemorative Brands, Inc.	73-828297	1594125
Qualium	Commemorative Brands, Inc.	73-828336	1596306
Keepsake	Commemorative Brands, Inc.	73-663941	1476898
Valadium	Commemorative Brands, Inc.	73-647500	1462750
Keystone	Commemorative Brands, Inc.	73-563806	1398462
KPS	Commemorative Brands, Inc.	73-522669	1356522
The Balfour Blue Book	Commemorative Brands, Inc.	73-513168	1368909
Golden Saddle	Commemorative Brands, Inc.	73-486916	1340604
Balfour	Commemorative Brands, Inc.	73-482154	1373682
None-Design Only	Commemorative Brands, Inc.	73-482158	1368860

Allegro	Commemorative Brands, Inc.	73-447871	1301533
ACCR	Commemorative Brands, Inc.	73-444599	1301528
The Designer Collection	Commemorative Brands, Inc.	73-437796	1365476
Freedom of Choice	Commemorative Brands, Inc.	73-417210	1293285
Campus	Commemorative Brands, Inc.	73-413531	1315677
Balfour House	Commemorative Brands, Inc.	73-403042	1267451
Graduate to Gold	Commemorative Brands, Inc.	73-358514	1229607
Crystalique	Commemorative Brands, Inc.	73-296836	1181151
Celestrium	Commemorative Brands, Inc.	73-277870	1182023
Balfour House	Commemorative Brands, Inc.	73-268489	1247351
Designer	Commemorative Brands, Inc.	73-140098	1099453
Art Carved Flawless	Commemorative Brands, Inc.	73-014078	1109309
Siladium	Commemorative Brands, Inc.	73-002679	989301
JR	Commemorative Brands, Inc.	72-381783	930499
Keepsake	Commemorative Brands, Inc.	72-368753	917169
Artcarved Diamond Center	Commemorative Brands, Inc.	72-303950	880173
Jewelry's Finest Craftsman	Commemorative Brands, Inc.	72-180357	785584
Artcarved	Commemorative Brands, Inc.	72-168649	764668
LGB	Commemorative Brands, Inc.	72-064680	685128
Balfour	Commemorative Brands, Inc.	71-541493	516188
LGB	Commemorative Brands, Inc.	71-475937	414464
Keepsake	Commemorative Brands, Inc.	71-302473	277153
14-K	CJC Holdings, Inc.	72-144248	751685
14-K	CJC Holdings, Inc.	72-144249	750851
Bellaire	CJC Holdings, Inc.	72-157745	766694
Ceme	CJC Holdings, Inc.	72-144250	751246
Everlasting	CJC Holdings, Inc.	73-413178	1279766
None-Design	CJC Holdings, Inc.	72-168650	764669

Only	Inc.		
W	CJC Holdings, Inc.	71-138366	155566
Midnight Star	CJC Holdings, Inc.	72-154316	755467
Orange Blossom	Aurafin LLC	71-140696	146380
P.V.P.	CJC Holdings, Inc.	72-262899	884783
Permanent Value Plan	CJC Holdings, Inc.	72-368334	967840
The Anniversary Signet Collection	CJC Holdings, Inc.	74-435325	1854593
White Fire	CJC Holdings, Inc.	73-186034	1220792
White Fire Diamond Ring	CJC Holdings, Inc.	73-151015	1193591