

Form PTO-1594
(Rev. 10/02)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Frederick Goldman, Inc., New York corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 01/31/2003

2. Name and address of receiving party(ies)

Name: Commemorative Brands, Inc.

Internal

Address: _____

Street Address: 7211 Circle S Road

City: Austin State: TX Zip: 78745

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/404,623; 76/404,622

B. Trademark Registration No.(s) 2,598,355

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Clarissa Marischen

Internal Address: Andrews & Kurth L.L.P.

Street Address: 111 Congress Avenue, Ste 1700

City: Austin State: TX Zip: 78701

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0897, Ref: CBI

DO NOT USE THIS SPACE

9. Signature.

Clarissa Marischen

Name of Person Signing

Clarissa Marischen

Signature

February 27, 2003

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

Whereas, FREDERICK GOLDMAN, INC. ("Assignor"), a New York Corporation, located and doing business at 154 West 14th Street, New York, New York 10011, has adopted, used, and is using the mark ONLY A KEEPSAKE SAYS LOVE, ALWAYS in the United States for which Registration Number 2,598,355, has been issued by the United States Patent and Trademark Office;

Whereas, Assignor has intended to use the marks KEEPSAKE GRADUATION DIAMOND and KEEPSAKE BIRTHDAY DIAMOND in commerce and has filed applications, Serial Numbers 76/404,623 and 76/404,622, respectively, indicating that intention but has not yet filed allegations of use under Sections 1(c) or (d) of the Trademark Act (the marks ONLY A KEEPSAKE SAYS LOVE, ALWAYS, KEEPSAKE GRADUATION DIAMOND and KEEPSAKE BIRTHDAY DIAMOND are hereinafter collectively referenced as the "Goldman Marks");

Whereas, COMMEMORATIVE BRANDS, INC. ("Assignee"), a Delaware Corporation located and doing business at 7211 Circle S Road, Austin, Texas 78745, is desirous of acquiring the Goldman Marks and the registration and pending applications therefor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee whatever right, title and interest if any that Assignor may have in and to the Goldman Marks, and the goodwill of the business symbolized by the Goldman Marks, and the above identified applications thereof. This assignment includes any right to sue and recover damages for past and future infringements of Assignor's rights in the Goldman Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Goldman Marks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Goldman Marks in Assignee, or Assignee's successors and assigns.

Assignor has used or intended to use the marks LOVE, ALWAYS, GRADUATION DIAMOND and BIRTHDAY DIAMOND in commerce and has filed application Serial Numbers 76/097,485, 76/402,894 and 76/402,895, respectively, for registration of such marks. Assignee acknowledges and agrees that, as between Assignor and Assignee, Assignor retains all right, title and interest in and to such trademarks and that no assignment of such trademarks to Assignee is intended hereunder and that Assignor is and shall be free to use, assign or license the use of such trademarks without the permission of or any obligation to Assignee. Assignee further acknowledges and agrees that it has no rights to use and will not use or license the use of any of the marks LOVE ALWAYS, BIRTHDAY

DIAMOND, or GRADUATION DIAMOND except as part of the marks ONLY A KEEPSAKE SAYS LOVE ALWAYS, KEEPSAKE GRADUATION DIAMOND and KEEPSAKE BIRTHDAY DIAMOND, respectively. Additionally, without limiting the foregoing, Assignee acknowledges and agrees that it has no right to, and will not challenge or object to, the use or registration of the mark LOVE ALWAYS by Shar, Corp. or its assignees or licensees.

This assignment is made by Assignor without any representation or warranty of any kind, including, without limitation, any representation or warranty of non-infringement or validity.

The rights and obligations hereunder shall inure to the benefit of and be binding upon Assignor, Assignee and their respective successors and assigns.


IN TESTIMONY WHEREOF, the parties have executed this document on the date indicated.

Assignor

By: 
Name: Richard Goldman
Title: President

Date: 1/9/03

Assignee

By: 
Name: Parke Davis
Title: Es. J.P.

Date: 1/31/03