

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Correction to correct patent numbers 6879769, 5950960 and 6688487
mistakenly recorded at reel/frame 025126/0042

CONVEYING PARTY DATA

Name	Execution Date
VISANT SECONDARY HOLDINGS CORP.	09/22/2010
VISANT CORPORATION	09/22/2010
AKI, INC.	09/22/2010
THE LEHIGH PRESS, INC.	09/22/2010
JOSTENS, INC.	09/22/2010
ARCADE, INC.	09/22/2010

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT
Street Address:	11 Madison Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5879769
Patent Number:	5980960
Patent Number:	6688467

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

OP \$120.00 5879769

501335560

PATENT
REEL: 025217 FRAME: 0707

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

36259

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 45

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

VISANT SECONDARY HOLDINGS CORP.
VISANT CORPORATION

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 09/22/2010

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Correction to correct (see attached annex)

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT

Internal Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,879,769
5,980,960
6,688,467

Additional numbers attached? ☐ Yes ☒ No

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Alexandra Schiffrin
Signature

10/29/2010
Date

Alexandra Schiffrin
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

45

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Additional names of conveying parties

AKI, INC.
THE LEHIGH PRESS, INC.
JOSTENS, INC.
ARCADE, INC.

ANNEX

Correction to correct patent numbers 6879769, 5950960, and 6688487 mistakenly recorded at reel/frame 025126/0042

IP Research Plus, Inc.

IPRPlus

21 Tadcaster Circle

Waldorf, MD 20602

301-638-0511 phone

866-826-5420 fax

Patent

FILING RECEIPT

DATE FILED: 10/12/2010

JURISDICTION: U.S. Patent Office

TYPE OF DOCUMENT: Security Agreement

PARTIES: **VISANT SECONDARY HOLDINGS... ET AL
CREDIT SUISSE AG, AS ADMINISTRATIVE...**

FILING FEE: \$2920.00

PATENT NUMBER: 6879769 and 72 others

REEL / FRAME: **25126/0042**

ORDER DATE: 10/7/2010

CONTACT: Ms. Alexandra Schiffren

COMPANY: Cravath, Swaine & Moore LLP

ORDER NUMBER: 5865-253

Preparing Researcher: Bonnie Grollman pjs

The information herein is believed by IP Research Plus, Inc. to be reliable and has been obtained from public sources believed to be reliable, but no representation is made as to the accuracy or completeness of such information. This report is provided for informational purposes only and is not to be construed as a legal opinion or advisement. IP Research Plus, Inc. hereby expressly disclaims all warranty of merchantability for a particular purpose; liability is limited to the amount paid by you for applicable service(s).

Thank you for your business!

PATENT

REEL: 025217 FRAME: 0712

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/12/2010
 501317680

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
VISANT SECONDARY HOLDINGS CORP.	09/22/2010
VISANT CORPORATION	09/22/2010
AKI, INC.	09/22/2010
THE LEHIGH PRESS, INC.	09/22/2010
JOSTENS, INC.	09/22/2010
ARCADE, INC.	09/22/2010

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT
Street Address:	11 Madison Avenue
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State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 73

Property Type	Number
Patent Number:	6879769
Patent Number:	5918908
Patent Number:	5928748
Patent Number:	4998621
Patent Number:	6326069
Patent Number:	5950960
Patent Number:	4941574
Patent Number:	6250049
Patent Number:	6071569
Patent Number:	5992889
Patent Number:	6125614

OP \$2920.00 6879769

Patent Number:	6403186
Patent Number:	6726797
Patent Number:	6746750
Patent Number:	4824143
Patent Number:	5037139
Patent Number:	5611972
Patent Number:	5622263
Patent Number:	5782060
Patent Number:	6688487
Patent Number:	5799675
Patent Number:	5562112
Patent Number:	6190730
Patent Number:	6006916
Patent Number:	6119704
Patent Number:	6287652
Patent Number:	6213303
Patent Number:	6301860
Patent Number:	4751934
Patent Number:	5192386
Patent Number:	5690130
Patent Number:	5566693
Patent Number:	5647941
Patent Number:	5093182
Patent Number:	5445821
Patent Number:	7017899
Patent Number:	7658371
Patent Number:	7469887
Patent Number:	7540481
Patent Number:	7434795
Patent Number:	5900002
Patent Number:	5249670
Patent Number:	6811336
Patent Number:	7337721
Patent Number:	6959624
Patent Number:	7069108

Patent Number:	7757166
Patent Number:	7593786
Patent Number:	5391420
Patent Number:	5439172
Patent Number:	5341992
Application Number:	60052306
Application Number:	12262082
Application Number:	61141936
Application Number:	12648324
Application Number:	61236425
Application Number:	09678785
Application Number:	60330742
Application Number:	60565523
Application Number:	11812754
Application Number:	12222037
Application Number:	11279024
Application Number:	12473541
Application Number:	11009612
Application Number:	11109496
Application Number:	12016881
Application Number:	12011195
Application Number:	12047149
Application Number:	61175279
Application Number:	61177447
Application Number:	61308245
Application Number:	61315870
Application Number:	61076067

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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Phone: 3016380511

Email: lpresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36172
NAME OF SUBMITTER:	Penelope J.A. Agodoa
<p>Total Attachments: 15</p> <p>source=36172#page1.tif</p> <p>source=36172#page2.tif</p> <p>source=36172#page3.tif</p> <p>source=36172#page4.tif</p> <p>source=36172#page5.tif</p> <p>source=36172#page6.tif</p> <p>source=36172#page7.tif</p> <p>source=36172#page8.tif</p> <p>source=36172#page9.tif</p> <p>source=36172#page10.tif</p> <p>source=36172#page11.tif</p> <p>source=36172#page12.tif</p> <p>source=36172#page13.tif</p> <p>source=36172#page14.tif</p> <p>source=36172#page15.tif</p>	

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VISANT CORPORATION

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

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

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State: NY

Country: USA Zip: 10010

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4. Application or patent number(s):

A. Patent Application No.(s)
SEE ATTACHED SCHEDULE.

☐ This document is being filed together with a new application.

B. Patent No.(s)
SEE ATTACHED SCHEDULE.

Additional numbers attached? ☒ Yes ☐ No

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

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Internal Address: _____

Attn: Penelope J.A. Agodoa

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21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 75

- 7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____**
- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Alexandra Schiffrin
Signature

09/29/2010
Date

Alexandra Schiffrin
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Additional names of conveying parties

AKI, INC.
THE LEHIGH PRESS, INC.
JOSTENS, INC.
ARCADE, INC.

PATENT SECURITY AGREEMENT, effective as of September 22, 2010, among VISANT SECONDARY HOLDINGS CORP., a Delaware corporation ("Holdings"), VISANT CORPORATION, a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (the "Subsidiary Grantors") and CREDIT SUISSE AG, as Administrative Agent (the "Administrative Agent").

Reference is made to the Security Agreement dated as of September 22, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the Subsidiary Grantors of the Borrower and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of September 22, 2010 among Borrower, Jostens Canada Ltd., Holdings, Credit Suisse AG, Toronto Branch, the Lenders and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Subsidiary Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Subsidiary Grantor or in which such Subsidiary Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral") as security for the prompt and complete payment, when due, of the Obligations:

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided that the security interests granted herein shall automatically terminate upon the termination, release

or other discharge of the security interests in the Patent Collateral granted pursuant to the Security Agreement as contemplated by the Security Agreement. Each Subsidiary Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

VISANT CORPORATION (f/k/a JOSTENS IH
CORP.),

By: 
Name:
Title:

VISANT SECONDARY HOLDINGS CORP. (f/k/a
JOSTENS SECONDARY HOLDINGS CORP.),

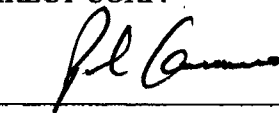
By: 
Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE I HERETO,

AKI, INC.

By: 
Name:
Title:

DIXON DIRECT CORP.

By: 
Name:
Title:

[Signature Page to Patent Security Agreement]

JOSTENS, INC.

By: _____

Name:

Title:

MEMORY BOOK ACQUISITION LLC

By: _____

Name:

Title:

NEFF HOLDING COMPANY

By: _____

Name:

Title:

NEFF MOTIVATION, INC.

By: _____

Name:

Title:

PCC EXPRESS, INC.

By: _____

Name:

Title:

[Signature Page to Patent Security Agreement]

PHOENIX COLOR CORP.

By: _____

Name:

Title:

PHOENIX (MD.) REALTY, LLC

By: _____

Name:

Title:

ROCK CREEK ATHLETICS, INC.

By: _____

Name:

Title:

THE LEHIGH PRESS, INC.

By: _____

Name:

Title:

VISUAL SYSTEMS, INC.

By: _____

Name:

Title:

[Signature Page to Patent Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent,

By: 

Name: MIKHAIL FAYBUSOVICH

Title: VICE PRESIDENT

By: 

Name: VIPUL DHADDA
Title: ASSOCIATE

Schedule I

Subsidiary Grantors

AKI, Inc.

The Lehigh Press, Inc.

Jostens, Inc.

Schedule II

I. U.S. Patent Registrations and Applications

See attached.

II. Exclusive Patent Licenses

See attached.

I. U.S. PATENT REGISTRATIONS AND APPLICATIONS

PATENT NO.	SERIAL NO.	COUNTRY	DESCRIPTION/ PRODUCT NAME	OWNER
6,879,769	081712,779	United States	SAMPLER DEVICE HAVING A REINFORCED COMPARTMENT AND METHOD OF PACKAGING SAMPLE MATERIAL (<i>BEAUTISEAL</i>)	AKI, INC.
5,918,908	08/807,097	United States	ADVERTISEMENT PAGE WITH INCORPORATED SAMPLE MATERIAL WHICH CAN BE TRIMMED TO FIT FLUSH WITH THE EDGES OF A PUBLICATION AND METHODS OF MAKING SAME (<i>SCENTSTRIP FLUSH</i>)	AKI, INC.
5,928,748	08/791,875	United States	LAMINATED PAGE AND METHOD FOR MAKING SAME (<i>SCENTSTRIP 2000</i>)	AKI, INC.
4,998,621	07/526,829	United States	PACKAGE FOR LIQUID SAMPLE AND AN ASSOCIATED METHOD FOR PACKAGING A LIQUID SAMPLE (<i>BEAUTISEAL'S RELATIVE</i>)	AKI, INC.
6,326,069	081574,424	United States.	FLUID SAMPLER POUCH WITH INTERNAL SUPPORTIVE (<i>LIQUATOUGH</i>)	AKI, INC.
5,950,960	08/849,316	United States	SAMPLER APPLICATOR HAVING A STRETCHY LAYER	AKI, INC.
4,941,574	07/592,343	United States	PACKAGE FOR LIQUID SAMPLE AND AN ASSOCIATED METHOD FOR PACKAGING A LIQUID SAMPLE (<i>BEAUTISEAL'S RELATIVE</i>)	AKI, INC.
	60/052,306	United States	SAMPLER AND METHOD OF APPLYING SAMPLE MATERIAL TO A SUBSTRATE (<i>POWDA TOUCH</i>)	AKI, INC.
6,250,049	09/189,966	United States	SAMPLER DEVICE HAVING A REINFORCED COMPARTMENT AND METHOD OF PACKAGING SAMPLE MATERIAL (<i>BEAUTISEAL</i>) (<i>METHOD CLAIMS</i>)	AKI, INC.
6,071,569	09/211,804	United States	METHOD OF APPLYING SAMPLE MATERIAL TO A SUBSTRATE (<i>POWDATA TOUCH</i>) (<i>METHOD CLAIMS</i>)	AKI, INC.
5,992,889	99/211,8951	United States	METHOD OF MAKING ADVERTISEMENT PAGE WITH INCORPORATED SAMPLE MATERIAL WHICH CAN BE TRIMMED TO FIT FLUSH WITH THE EDGES OF A PUBLICATION (<i>SCENTSTRIP FLUSH</i>) (<i>METHOD CLAIMS</i>)	AKI, INC.
6,125,614	091209,316	United States	METHOD FOR MAKING LAMINATED PAGE (<i>SCENTSTRIP 2000</i>) (<i>METHOD CLAIMS</i>)	AKI, INC.

PATENT NO.	SERIAL NO.	COUNTRY	DESCRIPTION/ PRODUCT NAME	OWNER
6,403,186	09/345,911	United States	PRODUCT SAMPLER (“WEARIT”)	AKI, INC.
6,726,797	09/846,622	United States	PRODUCT SAMPLER	AKI, INC.
2,882,482 2	2,882,482 2	United States	FLUID SAMPLER POUCH WITH INTERNAL SUPPORTIVE (LIQUATOUGH)	AKI, INC.
6,746,750	09/530,859	United States	ENVELOPE DEVICE CONTAINING A LIQUID VOLATILE MATERIAL AND METHOD FOR MAKING SUCH A DEVICE	AKI, INC.
4,824,143	07/105,790	United States	LIPSTICK SAMPLER AND METHOD OF FABRICATION	AKI, INC.
5,037,139	07/346,345	United States	ADVERTISING SAMPLER AND METHOD OF MANUFACTURE	AKI, INC.
5,611,972	08/647,257	United States	DEVICES AND RELATED METHOD FOR THE SELECTIVE EXPOSURE OF MICROENCAPSULATED LIQUIDS	AKI, INC.
5,622,263	/08/431,781	United States	SAMPLER PACKAGE AND METHOD OF MAKING THE SAME	AKI, INC.
5,782,060	08/779,823	United States	SAMPLER PACKAGE AND METHOD OF MAKING THE SAME	AKI, INC.
	12/262,082	United States	A DEVICE FOR CONTAINING AND RELEASING A VOLATILE SUBSTANCE	AKI, INC.
	61/141,936	United States (Provisional)	DEVICE FOR CONTAINING AND RELEASING A SAMPLE MATERIAL (CLEARTOUCH)	AKI, INC.
	12/648,324	United States	DEVICE FOR CONTAINING AND RELEASING A SAMPLE MATERIAL (CLEARTOUCH)	AKI, INC.
	61/236,425	United States (Provisional)	SQUEEZABLE UNITIZED PACKAGE (BEAUTIPOD)	AKI, INC.
6,688,487	10/079,420	United States	LIQUID PRODUCT SAMPLER WITH SAMPLE DEPOSIT AREA	AKI, INC.
	09/678,785	United States	COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	AKI, INC.
5,799,675	09/810,370	United States	SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	AKI, INC.
	60/330,742	United States	COSMETIC “POP UP” SAMPLER	AKI, INC.
5,562,112	08/326,201	United States	LIPSTICK SAMPLER	AKI, INC.
6,190,730	09/083,022	United States	COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	AKI, INC.
6,006,916	09/096,583	United States	COSMETIC SAMPLER OF APPLICATION BACKING	AKI, INC.
6,119,704	09/198,261	United States	DISPOSABLE DIE-CUT COSMETIC SAMPLE APPLICATORS	AKI, INC.
6,287,652	09/207,249	United States	FLUID PRODUCT SAMPLER PACKAGE WITH CLEAR MOISTURE VAPOR BARRIER FILM	AKI, INC.
6,213,303	09/450,787	United States	FLUID OR VOLATILE COSMETIC SAMPLER PACKAGE FOR SUBSCRIPTION RATE MAGAZINE INSERTION	AKI, INC.

PATENT NO.	SERIAL NO.	COUNTRY	DESCRIPTION/ PRODUCT NAME	OWNER
6,301,860	09/382,661	United States	LIQUID PRODUCT SAMPLER PACKAGE WITH FRAME STRUCTURE FORENHANCED BURST STRENGTH	AKI, INC.
4,751,934	06/875,172	United States	COSMETIC SAMPLER	AKI, INC.
5,192,386	07/306,394	United States	METHOD OF MAKING A COSMETIC SAMPLER	AKI, INC.
5,690,130	08/375,739	United States	COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	AKI, INC.
5,566,693	08/165,482	United States	FRAGRANCE SAMPLER	AKI, INC.
5,647,941	07/857,993	United States	METHOD OF MAKING A LIPSTICK SAMPLER	AKI, INC.
	60/565,523	United States	MASCARA SAMPLER	AKI, INC.
	11/812,754	United States	PRELOADED COSMETIC APPLICATORS	AKI, INC.
	12/222,037	United States	COSMETIC APPLICATOR AND METHOD OF MAKING	AKI, INC.
5,093,182	07/583,496	United States	COATINGS FOR FRAGRANCE SAMPLERS	AKI, INC.
5,445,821	08/138,251	United States	FRAGRANCE SAMPLER AND APPLICATOR	AKI, INC.
7,017,899	10/974,344	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
7,658,371	11/327,763	United States	MAGNETIC STRIP REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
Allowed	11/279,024	United States	SPINNING WHEEL FORMAT	THE LEHIGH PRESS, INC.
7,469,887	11/337,890	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
7,540,481	11/352,524	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
7,434,795	11/352,525	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
Pending	12/473,541	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
5,900,002	08/370,516	United States	METHOD AND APPARATUS FORMANIPULATING PAGE LAYOUTS IN A DESKTOP PUBLISHING SYSTEM	JOSTENS, INC.
5,249,670	07/850,097	United States	AWARD RECOGNITION PACKAGE	JOSTENS, INC.

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7,069,108	10/315,475	United States	AUTOMATED ENGRAVING OF A CUSTOMIZED JEWELRY ITEM	JOSTENS, INC.
7,593,786	11/415,724	United States	AUTOMATED ENGRAVING OF A CUSTOMIZED JEWELRY ITEM	JOSTENS, INC.
7,757,166	11/009,612	United States	SYSTEM AND METHOD FOR YEARBOOK CREATION	JOSTENS, INC.
	7,593,786	United States	AUTOMATED ENGRAVING OF A CUSTOMIZED JEWELRY ITEM	JOSTENS, INC.
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	12/047,149	United States	SYSTEM AND METHOD FOR EMBELLISHMENT PLACEMENT	JOSTENS, INC.
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	61/315870	United States	SYSTEM & METHOD FOR CREATING CUSTOMIZED PRODUCTS (RFID)	JOSTENS, INC.
	61/076067	United States (Provisional)	SYSTEM AND METHOD FOR DISTRIBUTING INCENTIVES TO CONSUMERS TO ENCOURAGE SUBSEQUENT ACTION	THE LEHIGH PRESS, INC. ¹

¹ The Lehigh Press owns a 50% interest in any patent that issues from this application.

II. Exclusive Patent Licenses

License Agreement	Licensor	Licensee	Patent	Registration
License Agreement dated June 9, 1995	Thermedics, Inc.	Arcade, Inc.	Fragrance-Laden Pouch Samplers and Process for their Manufacture	5,391,420
Patent and Know-How License dated October 21, 1993	Beautiful Bouquet Company Limited	Arcade, Inc.	Panar Sampler	5,439,172
Patent and Know-How License dated October 21, 1993	Beautiful Bouquet Company Limited	Arcade, Inc.	Container	5,341,992

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

VISANT SECONDARY HOLDINGS CORP.
VISANT CORPORATION

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 09/22/2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT

Internal Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)
SEE ATTACHED SCHEDULE.

B. Patent No.(s)
SEE ATTACHED SCHEDULE.

Additional numbers attached? ☒ Yes ☐ No

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 75

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Alexandra Schiffrin 09/29/2010
Signature Date

Alexandra Schiffrin
Name of Person Signing

Total number of pages including cover
sheet, attachments, and documents:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Additional names of conveying parties

AKI, INC.
THE LEHIGH PRESS, INC.
JOSTENS, INC.
ARCADE, INC.

PATENT SECURITY AGREEMENT, effective as of September 22, 2010, among VISANT SECONDARY HOLDINGS CORP., a Delaware corporation ("Holdings"), VISANT CORPORATION, a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (the "Subsidiary Grantors") and CREDIT SUISSE AG, as Administrative Agent (the "Administrative Agent").

Reference is made to the Security Agreement dated as of September 22, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the Subsidiary Grantors of the Borrower and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of September 22, 2010 among Borrower, Jostens Canada Ltd., Holdings, Credit Suisse AG, Toronto Branch, the Lenders and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Subsidiary Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Subsidiary Grantor or in which such Subsidiary Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral") as security for the prompt and complete payment, when due, of the Obligations:

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided that the security interests granted herein shall automatically terminate upon the termination, release

or other discharge of the security interests in the Patent Collateral granted pursuant to the Security Agreement as contemplated by the Security Agreement. Each Subsidiary Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

VISANT CORPORATION (f/k/a JOSTENS IH
CORP.),

By: 
Name:
Title:

VISANT SECONDARY HOLDINGS CORP. (f/k/a
JOSTENS SECONDARY HOLDINGS CORP.),

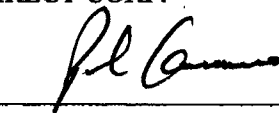
By: 
Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE I HERETO,

AKI, INC.

By: 
Name:
Title:

DIXON DIRECT CORP.

By: 
Name:
Title:

[Signature Page to Patent Security Agreement]

JOSTENS, INC.

By: _____

Name:

Title:

MEMORY BOOK ACQUISITION LLC

By: _____

Name:

Title:

NEFF HOLDING COMPANY

By: _____

Name:

Title:

NEFF MOTIVATION, INC.

By: _____

Name:

Title:

PCC EXPRESS, INC.

By: _____

Name:

Title:

[Signature Page to Patent Security Agreement]

PHOENIX COLOR CORP.

By: _____

Name:

Title:

PHOENIX (MD.) REALTY, LLC

By: _____

Name:

Title:

ROCK CREEK ATHLETICS, INC.

By: _____

Name:

Title:

THE LEHIGH PRESS, INC.

By: _____

Name:

Title:

VISUAL SYSTEMS, INC.

By: _____

Name:

Title:

[Signature Page to Patent Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent,

By: 

Name: MIKHAIL FAYBUSOVICH
Title: VICE PRESIDENT

By: 

Name: VIPUL DHADDA
Title: ASSOCIATE

Schedule I

Subsidiary Grantors

AKI, Inc.

The Lehigh Press, Inc.

Jostens, Inc.

Schedule II

I. U.S. Patent Registrations and Applications

See attached.

II. Exclusive Patent Licenses

See attached.

I. U.S. PATENT REGISTRATIONS AND APPLICATIONS

PATENT NO.	SERIAL NO.	COUNTRY	DESCRIPTION/ PRODUCT NAME	OWNER
6,879,769	081712,779	United States	SAMPLER DEVICE HAVING A REINFORCED COMPARTMENT AND METHOD OF PACKAGING SAMPLE MATERIAL (<i>BEAUTISEAL</i>)	AKI, INC.
5,918,908	08/807,097	United States	ADVERTISEMENT PAGE WITH INCORPORATED SAMPLE MATERIAL WHICH CAN BE TRIMMED TO FIT FLUSH WITH THE EDGES OF A PUBLICATION AND METHODS OF MAKING SAME (<i>SCENTSTRIP FLUSH</i>)	AKI, INC.
5,928,748	08/791,875	United States	LAMINATED PAGE AND METHOD FOR MAKING SAME (<i>SCENTSTRIP 2000</i>)	AKI, INC.
4,998,621	07/526,829	United States	PACKAGE FOR LIQUID SAMPLE AND AN ASSOCIATED METHOD FOR PACKAGING A LIQUID SAMPLE (<i>BEAUTISEAL'S RELATIVE</i>)	AKI, INC.
6,326,069	081574,424	United States.	FLUID SAMPLER POUCH WITH INTERNAL SUPPORTIVE (<i>LIQUATOUGH</i>)	AKI, INC.
5,950,960	08/849,316	United States	SAMPLER APPLICATOR HAVING A STRETCHY LAYER	AKI, INC.
4,941,574	07/592,343	United States	PACKAGE FOR LIQUID SAMPLE AND AN ASSOCIATED METHOD FOR PACKAGING A LIQUID SAMPLE (<i>BEAUTISEAL'S RELATIVE</i>)	AKI, INC.
	60/052,306	United States	SAMPLER AND METHOD OF APPLYING SAMPLE MATERIAL TO A SUBSTRATE (<i>POWDA TOUCH</i>)	AKI, INC.
6,250,049	09/189,966	United States	SAMPLER DEVICE HAVING A REINFORCED COMPARTMENT AND METHOD OF PACKAGING SAMPLE MATERIAL (<i>BEAUTISEAL</i>) (<i>METHOD CLAIMS</i>)	AKI, INC.
6,071,569	09/211,804	United States	METHOD OF APPLYING SAMPLE MATERIAL TO A SUBSTRATE (<i>POWDATA TOUCH</i>) (<i>METHOD CLAIMS</i>)	AKI, INC.
5,992,889	99/211,8951	United States	METHOD OF MAKING ADVERTISEMENT PAGE WITH INCORPORATED SAMPLE MATERIAL WHICH CAN BE TRIMMED TO FIT FLUSH WITH THE EDGES OF A PUBLICATION (<i>SCENTSTRIP FLUSH</i>) (<i>METHOD CLAIMS</i>)	AKI, INC.
6,125,614	091209,316	United States	METHOD FOR MAKING LAMINATED PAGE (<i>SCENTSTRIP 2000</i>) (<i>METHOD CLAIMS</i>)	AKI, INC.

PATENT NO.	SERIAL NO.	COUNTRY	DESCRIPTION/ PRODUCT NAME	OWNER
6,403,186	09/345,911	United States	PRODUCT SAMPLER (“WEARIT”)	AKI, INC.
6,726,797	09/846,622	United States	PRODUCT SAMPLER	AKI, INC.
28824821.2	29824821.2	United States	FLUID SAMPLER POUCH WITH INTERNAL SUPPORTIVE (LIQUATOUGH)	AKI, INC.
6,746,750	09/530,859	United States	ENVELOPE DEVICE CONTAINING A LIQUID VOLATILE MATERIAL AND METHOD FOR MAKING SUCH A DEVICE	AKI, INC.
4,824,143	07/105,790	United States	LIPSTICK SAMPLER AND METHOD OF FABRICATION	AKI, INC.
5,037,139	07/346,345	United States	ADVERTISING SAMPLER AND METHOD OF MANUFACTURE	AKI, INC.
5,611,972	08/647,257	United States	DEVICES AND RELATED METHOD FOR THE SELECTIVE EXPOSURE OF MICROENCAPSULATED LIQUIDS	AKI, INC.
5,622,263	/08/431,781	United States	SAMPLER PACKAGE AND METHOD OF MAKING THE SAME	AKI, INC.
5,782,060	08/779,823	United States	SAMPLER PACKAGE AND METHOD OF MAKING THE SAME	AKI, INC.
	12/262,082	United States	A DEVICE FOR CONTAINING AND RELEASING A VOLATILE SUBSTANCE	AKI, INC.
	61/141,936	United States (Provisional)	DEVICE FOR CONTAINING AND RELEASING A SAMPLE MATERIAL (CLEARTOUGH)	AKI, INC.
	12/648,324	United States	DEVICE FOR CONTAINING AND RELEASING A SAMPLE MATERIAL (CLEARTOUGH)	AKI, INC.
	61/236,425	United States (Provisional)	SQUEEZABLE UNITIZED PACKAGE (BEAUTIPOD)	AKI, INC.
6,688,487	10/079,420	United States	LIQUID PRODUCT SAMPLER WITH SAMPLE DEPOSIT AREA	AKI, INC.
	09/678,785	United States	COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	AKI, INC.
5,799,675	09/810,370	United States	SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	AKI, INC.
	60/330,742	United States	COSMETIC “POP UP” SAMPLER	AKI, INC.
5,562,112	08/326,201	United States	LIPSTICK SAMPLER	AKI, INC.
6,190,730	09/083,022	United States	COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	AKI, INC.
6,006,916	09/096,583	United States	COSMETIC SAMPLER OF APPLICATION BACKING	AKI, INC.
6,119,704	09/198,261	United States	DISPOSABLE DIE-CUT COSMETIC SAMPLE APPLICATORS	AKI, INC.
6,287,652	09/207,249	United States	FLUID PRODUCT SAMPLER PACKAGE WITH CLEAR MOISTURE VAPOR BARRIER FILM	AKI, INC.
6,213,303	09/450,787	United States	FLUID OR VOLATILE COSMETIC SAMPLER PACKAGE FOR SUBSCRIPTION RATE MAGAZINE INSERTION	AKI, INC.

PATENT NO.	SERIAL NO.	COUNTRY	DESCRIPTION/ PRODUCT NAME	OWNER
6,301,860	09/382,661	United States	LIQUID PRODUCT SAMPLER PACKAGE WITH FRAME STRUCTURE FORENHANCED BURST STRENGTH	AKI, INC.
4,751,934	06/875,172	United States	COSMETIC SAMPLER	AKI, INC.
5,192,386	07/306,394	United States	METHOD OF MAKING A COSMETIC SAMPLER	AKI, INC.
5,690,130	08/375,739	United States	COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	AKI, INC.
5,566,693	08/165,482	United States	FRAGRANCE SAMPLER	AKI, INC.
5,647,941	07/857,993	United States	METHOD OF MAKING A LIPSTICK SAMPLER	AKI, INC.
	60/565,523	United States	MASCARA SAMPLER	AKI, INC.
	11/812,754	United States	PRELOADED COSMETIC APPLICATORS	AKI, INC.
	12/222,037	United States	COSMETIC APPLICATOR AND METHOD OF MAKING	AKI, INC.
5,093,182	07/583,496	United States	COATINGS FOR FRAGRANCE SAMPLERS	AKI, INC.
5,445,821	08/138,251	United States	FRAGRANCE SAMPLER AND APPLICATOR	AKI, INC.
7,017,899	10/974,344	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
7,658,371	11/327,763	United States	MAGNETIC STRIP REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
Allowed	11/279,024	United States	SPINNING WHEEL FORMAT	THE LEHIGH PRESS, INC.
7,469,887	11/337,890	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
7,540,481	11/352,524	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
7,434,795	11/352,525	United States	REMOVABLE PORTION FORMAT	THE LEHIGH PRESS, INC.
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	61/177,447	United States	GOLD ALLOY (SOLARIS ELITE)	JOSTENS, INC.
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	61/315870	United States	SYSTEM & METHOD FOR CREATING CUSTOMIZED PRODUCTS (RFID)	JOSTENS, INC.
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