Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Taylor Publishing Company	11/01/2010
Commemorative Brands, Inc.	11/01/2010

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Trustee	
Street Address:	1100 N. Market Street	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19890	

PROPERTY NUMBERS Total: 26

Property Type	Number
Patent Number:	D393811
Patent Number:	6860949
Patent Number:	D423977
Patent Number:	D382831
Patent Number:	D383704
Patent Number:	D384903
Patent Number:	D386441
Patent Number:	D387300
Patent Number:	D389769
Patent Number:	D389770
Patent Number:	D389771
Patent Number:	D390801
Patent Number:	D392204
Patent Number:	D392587
	PATENT

D393428
D396659
D393225
D396822
D533475
D537007
D533099
D389774
D372681
D597439
5293475
5428777

CORRESPONDENCE DATA

Fax Number: (312)558-5700

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

Phone: 3125586352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 West Wacker Drive

Address Line 2: Winston & Strawn LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	5024.74	
NAME OF SUBMITTER:	Laura Konrath	

Total Attachments: 6

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PATENT REEL: 025238 FRAME: 0058

PATENT SECURITY AGREEMENT

THIS PATENT 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 Agent, the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, 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 Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent 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 "Patent Collateral"):

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- (a) all of its Patents providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Guaranty and 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 Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. 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 Patents subject to a security interest hereunder.
- Section 5. Counterparts. This Patent 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.
- <u>Section 6.</u> Governing Law. This Patent 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]

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

Very truly yours,

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

By: Name: Kris Radhakrishnan Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT

ACCEPTED AND AGREED as of the date first above written:

WILMINGTON TRUST COMPANY, as Collateral Trustee

By:

Name:

Title:

James A. Hanley Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

NAME	Patent	Description
COMMEMORATIVE BRANDS,	Number D393811	Single Row Diagonal Ring Finger
INC. COMMEMORATIVE BRANDS,	6860949	High strength, tarnish resistant composition of matter
INC. COMMEMORATIVE BRANDS,	D423977	Princess Stone Finger Ring
INC. COMMEMORATIVE BRANDS,	D382831	Finger Ring
INC. COMMEMORATIVE BRANDS, INC.	D383704	Angel Pendant
COMMEMORATIVE BRANDS,	D384903	Six Stone Diagonal Ribbon Necklace Pendant
INC. COMMEMORATIVE BRANDS, INC.	D386441	Three Stone Diagonal Ribbon Necklace Pendant
COMMEMORATIVE BRANDS,	D387300	Carousel Pin/Pendant
INC. COMMEMORATIVE BRANDS,	D389769	Two Stone Diagonal Ribbon Necklace Pendent
INC. COMMEMORATIVE BRANDS,	D389770	Four Stone Diagonal Ribbon Necklace Pendant
INC. COMMEMORATIVE BRANDS,	D389771	Rope Chain Pendant
INC. COMMEMORATIVE BRANDS,	D390801	Finger Ring
INC. COMMEMORATIVE BRANDS,	D392204	Five Stone Diagonal Ribbon Necklace Pendant
INC. COMMEMORATIVE BRANDS,	D392587	Finger Ring
INC. COMMEMORATIVE BRANDS,	D393428	Tennis Bracelet Pendant
INC. COMMEMORATIVE BRANDS,	D396659	Finger Ring
INC. COMMEMORATIVE BRANDS,	D393225	Name and Date Finger Ring
INC. COMMEMORATIVE BRANDS,	D396822	Personal Name Finger Ring
INC. COMMEMORATIVE BRANDS,	D533475	Finger Ring with Inscription (325-RFB)
INC. COMMEMORATIVE BRANDS,	D537007	Finger Ring with Inscription (325-SFB)
INC. COMMEMORATIVE BRANDS,	D533099	Finger Ring with Inscription (325-DFB)
INC. COMMEMORATIVE BRANDS,	D389774	Single Row Horizontal Ring Finger
INC. COMMEMORATIVE BRANDS,	D372681	Finger Ring

INC. COMMEMORATIVE BRANDS, D597439 **Tulip Ring** INC. D393811 Finger Ring COMMEMORATIVE BRANDS, INC. 5293475 Electronic Yearbook Publication System TAYLOR PUBLISHING COMPANY TAYLOR PUBLISHING Automatic Index for Yearbooks with Spell Checking Capabilities 5428777 **COMPANY**

2. PATENT APPLICATIONS

None.

REEL: 025238 FRAME: 0064

RECORDED: 11/03/2010