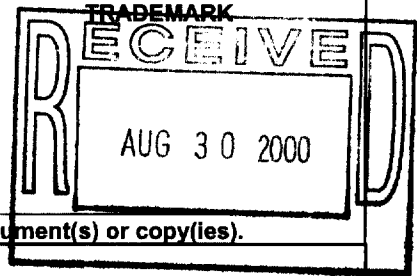


09-19-2000



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8.30.00

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
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

09/18/2000 MTHA11 00000506 2066494

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 775.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002139 FRAME: 0388

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)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	see attached schedule A		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Sarah J. Moskowitz, Esq.

Name of Person Signing

Signature

8/30/00

Date Signed

SCHEDULE A

Fleet National Bank, As Agent

MARK	Registration Number
IMAGEMASTER	2,066,494
DELAVISION	2,030,023
IMAGE PAK	2,093,760
HERFF JONES	1,839,684
HJ (Stylized)	1,837,133
HERFF JONES	1,839,293
HJ (Stylized)	1,837,362
HERFF JONES	1,837,227
HERFF JONES	1,837,226
HJ (Stylized)	1,833,014
HERFF JONES	1,837,393
HJ (Stylized)	1,836,766
HJ (Stylized)	1,837,089
FRESHMAN RECORD	1,711,594
REUNION RECORD	1,676,741
HJ	1,222,531
HJ ULT	1,268,584
ICP INTER-COLLEGIATE PRESS (Stylized)	1,261,687
ICP (Stylized)	1,262,334
ASTRALITE	1,229,592
ASTRA-DYNALITE	1,233,483
EGM (Stylized)	1,151,007
BALE (and Design)	1,062,741
BALE	1,055,521
ULTRIUM	1,033,810
CAMERA ART	930,539
COLLEGIATE (Stylized)	903,047
COLLEGIATE	901,233
EYE GATE	882,161
CA CAMERA ART (Stylized)	884,670
CARRIGLEN	837,977
BALE (and Design)	740,613

**LIMITED WAIVER AND FIRST AMENDMENT TO
AMENDED AND RESTATED REVOLVING CREDIT
AND TERM LOAN AGREEMENT**

This **LIMITED WAIVER AND FIRST AMENDMENT** (this "Amendment") is made and dated as of May 31, 2000 by and among (a) **HERFF JONES, INC.**, (the "Borrower"), (b) the Banks, and (c) **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), as agent for the Banks (the "Agent"). Capitalized terms used but not defined in this Amendment have the same meanings herein as in the Credit Agreement, as amended hereby.

WHEREAS, the Borrower, the Banks and the Agent have entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of May 6, 1999 (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), pursuant to which the Banks have extended credit to the Borrower on the terms set forth therein;

WHEREAS, in connection with the merger of Fleet Bank, N.A. with and into BankBoston, N.A., the parties to the Credit Agreement wish to appoint Fleet Capital Corporation as the Agent, and Fleet Capital Corporation wishes to accept such appointment;

WHEREAS, the Borrower has requested the Banks and the Agent to suspend and amend certain provisions of the Credit Agreement; and

WHEREAS, the Banks and the Agent have agreed to honor such request upon the terms and subject to the conditions contained herein and under the Credit Agreement as amended hereby;

NOW, THEREFORE, in consideration of the foregoing premises, on the terms and subject to the conditions set forth herein, the parties agree as follows:

§1. Global Amendment; Waivers; and Appointment of Agent. The Borrower, the Banks, and the Agent hereby agree, as of the Effective Date, as follows:

(a) The Borrower and the Banks hereby accept the resignation of Fleet National Bank (the "Old Agent") from the position of the Agent.

(b) The Banks hereby appoint Fleet Capital Corporation as the Agent, and the Borrower hereby accepts the appointment of Fleet Capital Corporation as the Agent.

(c) Fleet Capital Corporation shall be vested with all the rights, powers, privileges and duties of the Agent, and Fleet National Bank shall be discharged

from its duties and obligations as the Agent under the Credit Agreement and any other Loan Documents.

(d) The Borrower, the Banks, the Old Agent and the Agent hereby consent to the waiver of the sixty (60) day notice requirement for resignation of the Agent set forth in §16.9 of the Credit Agreement with respect to the resignation of Fleet National Bank as the Agent. All references in the Credit Agreement and any other Loan Documents to (i) "BankBoston, N.A." (n/k/a Fleet National Bank) in its capacity as the Agent is hereby deemed to refer to Fleet Capital Corporation in its capacity as the Agent, and (ii) the term "BKB" are hereby deemed to refer to the term "FCC".

(e) The Borrower, the Banks, the Agent and the Old Agent shall make or provide all filings, assignments, notices and pledges or other actions necessary in the reasonable judgment of the Agent to create in favor of Fleet Capital Corporation as the Agent for the Banks and itself a perfected first-priority security interest in the Collateral, in accordance with the terms of the Credit Agreement.

§2. Limited Waiver.

REDACTED

§3. Amendments to the Credit Agreement. The Borrower, the Agent and the Banks hereby agree to amend §1.1 of the Credit Agreement as set forth below. Each of the following amendments shall be effective as of the Effective Date.

(a) The following new definitions are hereby inserted in §1.1 of the Credit Agreement in their appropriate alphabetical order:

"FCC. Fleet Capital Corporation, in its individual capacity."

"Fleet. Fleet National Bank, a national banking association."

(b) The definition of Agent is hereby amended by deleting the word "BKB" and replacing it with the words "Fleet Capital Corporation."

(c) The definition of Agent's Head Office is hereby deleted in its entirety and replaced with the following:

"Agent's Head Office. The Agent's office located at 1 South Wacker Drive, Suite 1400, Chicago, Illinois 60606."

(d) The definition of Alternative Base Rate is hereby deleted in its entirety and replaced with the following:

“Alternative Base Rate.” The higher of (a) the variable annual rate of interest so designated from time to time by Fleet as its “prime rate,” such rate being a reference rate and not necessarily representing the lowest or best rate being charged to any customer or (b) the overnight federal funds effective rate, as published by the Board of Governors of the Federal Reserve System, as in effect from time to time. Changes in the Base Rate resulting from any changes in Fleet’s “prime rate” shall take place immediately without notice or demand of any kind. ”

(e) The definition of Banks is hereby amended by deleting the word “BKB” and replacing it with the word “FCC”.

(f) The definition of BKB is hereby deleted in its entirety.

(g) The definition of Head Office is hereby deleted in its entirety and replaced with the following:

“Head Office. The office of the Agent, presently located in Chicago, Illinois.”

(h) The definition of Issuing Bank is hereby deleted in its entirety and replaced with the following:

“Issuing Bank. A Bank which issues letters of credit hereunder for the account of the Borrower which shall be (a) the Agent, (b) any other Bank agreed to by the Borrower and the Agent in their reasonable discretion or (c) Fleet National Bank, if so designated by the Agent.”

(i) The definition of Loan Documents is hereby deleted in its entirety and replaced with the following:

“Loan Documents. This Credit Agreement, the Notes, the Letter of Credit Applications , the Letters of Credit, the Intercreditor Agreements, the Security Documents, any Rate Protection Agreement or any guaranty issued by the Agent to the Issuing Bank in order to guarantee the Borrower’s Reimbursement Obligations under any Letter of Credit.”

(j) The definition of Obligations is hereby deleted in its entirety and replaced with the following:

“Obligations. All indebtedness, obligations and liabilities of any of the Borrower and its Subsidiaries to any of the Banks, the Agent or the Issuing Bank, individually or collectively, existing on the date of this Credit Agreement or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under this Credit Agreement or any of the other Loan Documents or in respect of any of the Loans made or Reimbursement Obligations incurred

or any of the Notes, Letter of Credit Applications, Letters of Credit or other instruments at any time evidencing any thereof and any and all obligations or liabilities of the Borrower to any Bank in connection with money transfer arrangements including "ACH" transfers."

§4. Conditions to Effectiveness. This Amendment shall become effective when duly executed and delivered by the Borrower, the Majority Banks and the Agent on or prior to 5:00 p.m., Boston time, May 31, 2000 (the "Effective Date").

§5. Representations and Warranties. The Borrower hereby represents and warrants to the Banks and the Agent as follows:

§5.1. Representations and Warranties in Credit Agreement. Each of the representations and warranties of the Borrower contained in the Credit Agreement as modified hereby or in any document or instrument delivered pursuant to or in connection with the Credit Agreement as modified hereby are true as of the date hereof (except to the extent of changes resulting from transactions contemplated or permitted by the Credit Agreement and changes occurring in the ordinary course of business which singly or in the aggregate are not materially adverse, or to the extent that such representations and warranties relate solely and expressly to an earlier date) and, taking into account this Amendment, no Default or Event of Default has occurred and is continuing.

§5.2. Authority, No Conflicts, etc. The execution, delivery and performance of this Amendment and the transactions contemplated hereby (i) are within the corporate authority of the Borrower, (ii) have been duly authorized by all necessary corporate proceedings, (iii) do not conflict with or result in any material breach or contravention of any provision of law, statute, rule or regulation to which the Borrower is subject or any judgment, order, writ, injunction, license or permit applicable to each Borrower so as to materially adversely affect the assets, business or any activity of the Borrower, and (iv) do not conflict with any provision of the corporate charter or bylaws of the Borrower or any agreement or other instrument binding upon them. The execution, delivery and performance of this Amendment will result in valid and legally binding obligations of the Borrower enforceable against the Borrower in accordance with the respective terms and provisions hereof.

§6. Ratification, etc. This Amendment is limited to the waiver and amendments to the Credit Agreement set forth herein and upon the terms and subject to the conditions contained herein. Except as expressly stated herein, the Amendment, the Credit Agreement, the other Loan Documents and all documents, instruments and agreements related thereto are hereby ratified and confirmed in all respects and shall continue in full force and effect. This Amendment is a Loan Document

§7. Counterparts. This Amendment may be executed in any number of counterparts, which together shall constitute one instrument.

§8. GOVERNING LAW. THIS AMENDMENT SHALL BE A CONTRACT UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF SAID JURISDICTION, WITHOUT REFERENCE TO CONFLICTS OF LAW, AND IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as a sealed instrument as of the date first set forth above.

HERFF JONES, INC.

By: Lawrence P. Tsch
Name:
Title:

FLEET CAPITAL CORPORATION,
individually and as Agent

By: _____
Name:
Title:

FLEET NATIONAL BANK,
as Old Agent and Issuing Bank

By: _____
Name:
Title:

LASALLE NATIONAL BANK

By: _____
Name:
Title:

HARRIS TRUST AND SAVINGS BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as a sealed instrument as of the date first set forth above.

HERFF JONES, INC.

By: _____
Name:
Title:

FLEET CAPITAL CORPORATION,
individually and as Agent

By: *Daniel J. Manella*
Name: Daniel J. Manella
Title: Vice President

FLEET NATIONAL BANK,
as Old Agent and Issuing Bank

By: *Daniel J. Manella*
Name: Daniel J. Manella
Title: "authorized officer"

LASALLE NATIONAL BANK

By: _____
Name:
Title:

**HARRIS TRUST AND SAVINGS
BANK**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as a sealed instrument as of the date first set forth above.

HERFF JONES, INC.

By: _____
Name:
Title:

FLEET CAPITAL CORPORATION,
individually and as Agent

By: _____
Name:
Title:

FLEET NATIONAL BANK,
as Old Agent and Issuing Bank

By: _____
Name:
Title:

LASALLE BANK NATIONAL ASSOCIATION

By: *Denis J. Campbell IV*
Name: *Denis J. Campbell IV*
Title: *First Vice President*

HARRIS TRUST AND SAVINGS BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as a sealed instrument as of the date first set forth above.

HERFF JONES, INC.

By: _____
Name:
Title:

FLEET CAPITAL CORPORATION,
individually and as Agent

By: _____
Name:
Title:

FLEET NATIONAL BANK,
as Old Agent and Issuing Bank

By: _____
Name:
Title:

LASALLE NATIONAL BANK

By: _____
Name:
Title:

HARRIS TRUST AND SAVINGS BANK

By: THAD D. RASCHE
Name: Thad D. Rasche
Title: Vice President

NATIONAL CITY BANK

By: Thomas R. Groh
Name: THOMAS R. GROH
Title: CORP. BANKING OFFICER

**BANK OF AMERICA, NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

NATIONAL CITY BANK

By: _____
Name:
Title:

BANK OF AMERICA, NATIONAL
ASSOCIATION

By: Steven Kessler
Name: STEVEN K. KESSLER
Title: SENIOR VICE PRESIDENT