## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dixon Direct Corp.		07/14/2006	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Credit Suisse, as Administrative Agent	
Street Address:	1 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	Bank:	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1716863	WEB-CONNECTION

## **CORRESPONDENCE DATA**

Fax Number: (866)459-2899

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

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	363587
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/17/2006

TRADEMARK

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Total Attachments: 6
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TRADEMARK REEL: 003349 FRAME: 0750 TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2006, among VISANT SECONDARY HOLDINGS CORP. (f/k/a JOSTENS SECONDARY HOLDINGS CORP.) ("Holdings"), VISANT CORPORATION (f/k/a JOSTENS IH CORP.) (the "Borrower"), DIXON DIRECT CORP. (the "Subsidiary Grantor") and CREDIT SUISSE (f/k/a CREDIT SUISSE FIRST BOSTON), as Administrative Agent (the "Administrative Agent").

Reference is made to the Security Agreement dated as of October 4, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, certain subsidiaries 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 October 4, 2004 (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 Grantor 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. <u>Terms.</u> 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, the Grantor, pursuant to the Security Agreement, hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all 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 Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

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- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

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 security interests granted herein shall automatically terminate upon the termination, release or other discharge of the Administrative Agent's security interest in the Trademark Collateral granted pursuant to the Security Agreement as contemplated by the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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,

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

VISANT CORPORATION (I/Ka JUSTENS
IH CORP.),
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By , \
Name:
Title:
VISANT SECONDARY HOLDINGS
CORP. (f/ka JOSTENS SECONDARY
HOLDINGS CORP.),
By // Opens
Name:
Title:
DIXON DIRECT CORP.,
Divisor Divisor Cold .,
R <sub>V</sub>
Name
Name.
Title <sup>f.</sup>
( )
CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as
Administrative Agent,
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by
•
Name:
Title:
Title.
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by
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Name:
Title:

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

VISANT CORPORATION (f/ka JOSTENS IH CORP.),
Ву
Name: Title:
VISANT SECONDARY HOLDINGS CORP. (f/ka JOSTENS SECONDARY HOLDINGS CORP.),
Ву
Name: Title:
DIXON DIRECT CORP.,
Ву
Name: Title:
CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent, by
Name: Vanessa Comez Title: Vice President  By
Name: Nupur Kumar Title: Associate

[Trademark Security Agreement]

# Schedule I

# I. Trademarks

Registered Owner	Mark	Registration Number	Expiration Date
Dixon Direct Corp.	WEB-CONNECTION	1716863	03/07/2013

II. Trademark Applications

None.

III. Trademark Licenses

None.

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**RECORDED: 07/17/2006** 

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