

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
VISANT CORPORATION (F/K/A JOSTENS IH CORP.)		10/17/2007	CORPORATION: DELAWARE
VISANT SECONDARY HOLDINGS CORP		10/17/2007	CORPORATION: DELAWARE
MEMORY BOOK ACQUISITION LLC		10/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2988519	MEMORY MEMORY BOOK COMPANY
Registration Number:	1813984	MEMORY BOOK COMPANY
Registration Number:	2398609	MERIDIAN

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 301-638-0511
 Email: ipresearchplus@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

OP \$90.00 2988519

TRADEMARK

ATTORNEY DOCKET NUMBER:	32066
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/18/2007
Total Attachments: 6 source=32066#page1.tif source=32066#page2.tif source=32066#page3.tif source=32066#page4.tif source=32066#page5.tif source=32066#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2007, among VISANT SECONDARY HOLDINGS CORP. (f/k/a JOSTENS SECONDARY HOLDINGS CORP.) ("Holdings"), VISANT CORPORATION (f/k/a JOSTENS IH CORP.) (the "Borrower"), MEMORY BOOK ACQUISITION LLC (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. 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, the 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 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");

- (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 shall govern.

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

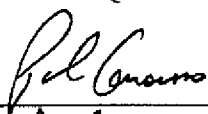
VISANT CORPORATION (f/ka JOSTENS IH CORP.),

By 
Name: Marie D. Hlavaty
Title: Vice President, General Counsel

VISANT SECONDARY HOLDINGS CORP. (f/ka JOSTENS SECONDARY HOLDINGS CORP.),

By 
Name: Marie D. Hlavaty
Title: Vice President, General Counsel

MEMORY BOOK ACQUISITION LLC,

By 
Name: Paul Carosso
Title: SUP Finance

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent,

By _____
Name:
Title:

By _____
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.),

By

Name:

Title:

VISANT SECONDARY HOLDINGS CORP. (f/ka JOSTENS SECONDARY HOLDINGS CORP.),

By

Name:

Title:

MEMORY BOOK ACQUISITION LLC,

By

Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent,

By



Name: Vanessa Gomez

Title: Vice President

By



Name: Morenikeji Ajayi

Title: Associate

Schedule I

I. Trademarks

U.S. Trademarks:

Memory Memory Book Company service mark
Registration Number: 2,988,519
Registration Date: August 30, 2005

Memory Book Company service mark
Registration Number: 1,813,984
Registration Date: December 28, 1993

Meridian trademark
Registration Number: 2,398,609
Registration Date: October 24, 2000

II. Trademark Applications

None.

III. Trademark Licenses

None.