

**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		04/02/2008	CORPORATION: DELAWARE
VISANT SECONDARY HOLDINGS CORP.		04/02/2008	CORPORATION: DELAWARE
PHOENIX COLOR CORP.		04/02/2008	CORPORATION: 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: 6**

Property Type	Number	Word Mark
Registration Number:	2138992	PHOENIX COLONET
Registration Number:	2954154	INTERACTIVE ILLUSION
Registration Number:	2785921	LITHOFOIL
Registration Number:	2964496	VIBRAMOTION
Registration Number:	2316059	YES! IS THE ANSWER. WHAT IS THE QUESTION?
Registration Number:	2309062	YES! IS THE ANSWER. WHAT IS THE QUESTION?

**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.

OP \$165.00 2138992

Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33108
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/03/2008

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2008, among VISANT SECONDARY HOLDINGS CORP. (f/k/a JOSTENS SECONDARY HOLDINGS CORP.) (“Holdings”), VISANT CORPORATION (f/k/a JOSTENS IH CORP.) (the “Borrower”), PHOENIX COLOR 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. 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 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 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 the Subsidiary Grantor or in which the Subsidiary 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

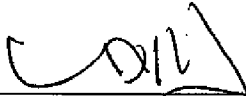
(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

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 Subsidiary 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.

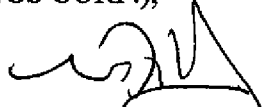
VISANT CORPORATION (f/ka JOSTENS IH CORP.),

By

  
\_\_\_\_\_  
Name: Marie D. Handy  
Title: Vice President

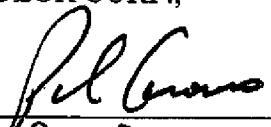
VISANT SECONDARY HOLDINGS CORP. (f/ka JOSTENS SECONDARY HOLDINGS CORP.),

By

  
\_\_\_\_\_  
Name: Marie D. Handy  
Title: Vice President

PHOENIX COLOR CORP.,

By

  
\_\_\_\_\_  
Name: Paul B. Carouso  
Title: Senior Vice President, 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:

PHOENIX COLOR CORP.,

By

\_\_\_\_\_  
Name:  
Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent,

By

  
\_\_\_\_\_  
Name: VANESSA GOMEZ  
Title: DIRECTOR

By

  
\_\_\_\_\_  
Name:  
Title: MORENIKEJI AJAYI  
ASSOCIATE

Schedule I

I. Trademarks

*U.S. Trademarks:*

Phoenix Colornet and Design

Registration Number: 2,138,992

Registration Date: February 24, 1998

Interactive Illusion

Registration Number: 2,954,154

Registration Date: May 24, 2005

Lithofoil

Registration Number: 2,785,921

Registration Date: November 25, 2003

Vibramotion

Registration Number: 2,964,496

Registration Date: July 5, 2005

Yes! Is the Answer. What is the Question?

Registration Number: 2,316,059

Registration Date: February 8, 2000

Yes! Is the Answer. What is the Question? and Design

Registration Number: 2,309,062

Registration Date: January 18, 2000

II. Trademark Applications

None.

III. Trademark Licenses

None.