

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Publishing Enterprises, Incorporated		10/01/2007	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Memory Book Acquisition LLC		
<b>Doing Business As:</b>	DBA Memory Book Company		
<b>Street Address:</b>	357 Main St.		
<b>City:</b>	Armonk		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10504		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2988519	MEMORY MEMORY BOOK COMPANY	
Registration Number:	2398609	MERIDIAN	
Registration Number:	1813984	MEMORY BOOK COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(914)595-8238		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	914-595-8206		
<b>Email:</b>	rodney.buckwalter@visant.net		
<b>Correspondent Name:</b>	Rodney Buckwalter		
<b>Address Line 1:</b>	357 Main St.		
<b>Address Line 4:</b>	Armonk, NEW YORK 10504		
<b>NAME OF SUBMITTER:</b>	Rodney Buckwalter		
<b>Signature:</b>	/Rodney Buckwalter/		

OP \$90.00 2988519

Date:

01/08/2009

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 15<sup>th</sup> day of October, 2007 ("Effective Date"), between:

Publishing Enterprises, Incorporated ("Assignor"), a corporation incorporated under the laws of Missouri, and

Memory Book Acquisition LLC ("Assignee"), a limited liability company formed under the laws of Delaware.

WHEREAS, pursuant to the Asset Purchase Agreement dated as of September 26, 2007 between Assignor and Assignee ("Asset Purchase Agreement"), Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the Trademarks (as defined below); and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Asset Purchase Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to (i) the marks listed on Schedule A hereto, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby (the "Trademarks"); (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the Trademarks in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewals or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date.

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Trademarks, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date. Without limitation of Sections 6.04 and 6.15 of the Asset Purchase Agreement, Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks in Assignee. Assignor hereby authorizes Assignee

to request the relevant government entity or agency referred to in Schedule A to record Assignee as the assignee and owner of the Trademarks.

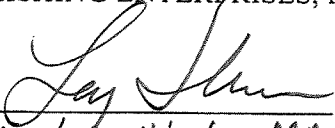
4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date above first written.

PUBLISHING ENTERPRISES, INCORPORATED

By:   
Name: LANNY L. MANESS  
Title: President

MEMORY BOOK ACQUISITION LLC

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

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date above first written.

PUBLISHING ENTERPRISES, INCORPORATED

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

MEMORY BOOK ACQUISITION LLC

By: *Paul Caruso*  
Name: *Paul Caruso*  
Title: *VP Finance*

**SCHEDULE A**Unregistered TrademarksRegistered Trademarks

<b>U.S Trademark Registrations/Applications</b>	<b>Reg./App. No.</b>	<b>Filing Date</b>
Memory Book Company Service Mark	Reg. No. 2,988,519	11/13/2003
Meridian Mark	Reg. No. 2,398,609	
Memory Book Company Service Mark	Reg. No. 1,813,984	7/6/1992