

**EDUCATIONAL COMMUNICATIONS, INC.
AMENDED AND RESTATED AFFINITY AGREEMENT
FOR THE NATIONAL DEAN'S LIST**

This Agreement is entered into as of this 1st day of April, 1999 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and EDUCATIONAL COMMUNICATIONS, INC., an Illinois corporation having its principal place of business in Lake Forest, Illinois ("ECI") for themselves, and their respective successors and assigns.

WHEREAS, ECI and MBNA America, individually and in its capacity as assignee of all of Trans National's rights under the Original Agreement (as defined herein), are parties to an affinity agreement last dated October 29, 1991, as amended by addenda last dated October 31, 1991, dated October 16, 1992, dated February 18, 1993, dated November 29, 1994, and dated October 1996 (collectively, the "Original Agreement"); and

WHEREAS, ECI produces, issues and distributes the Who's Who Among America's Teachers publication (the "Teachers Publication"); and

WHEREAS, ECI produces, issues and distributes the Who's Who Among American High School Students publication ("Students Publication"); and

WHEREAS, ECI produces, issues and distributes The National Dean's List publication ("Dean's List Publication"); and

WHEREAS, ECI and MBNA America are parties to an amended and restated affinity agreement dated May 9, 1997, wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ECI in connection with the Teachers Publication (the "Teachers Agreement") that is separate from the Original Agreement; and

WHEREAS, ECI and MBNA America are parties to an affinity agreement, wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ECI in connection with the Students Publication (the "Students Agreement") that is separate from the Original Agreement; and

WHEREAS, ECI and MBNA America agree to remove the rights and responsibilities related to the Students Publication under that financial service product program from the Original Agreement; and

WHEREAS, ECI and MBNA America mutually desire to (i) have the Students Agreement remain in full force and affect separate from the Original Agreement; (ii) have the Teachers Agreement remain in full force and affect; and (iii) amend and restate the Original Agreement to have the Original Agreement continue to govern the program concerning the Dean's List Publication.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, ECI and MBNA America agree as follows:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement, including the above recitals, and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists (and any list derived in whole or in part from lists furnished by ECI) and/or magnetic tapes (in the form currently furnished by ECI pursuant to the Original Agreement or in such other form as the parties may mutually agree) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics. The term "Mailing Lists" also includes mailing lists provided by ECI to MBNA America pursuant to the Original Agreement.
- (f) "Member" means (i) any person not listed in the Students Publication or Teachers Publication, who is listed in the Dean's List Publication and other successor publications of ECI, and/or (ii) other potential participants mutually agreed to by ECI and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products which the parties mutually agree MBNA America may offer pursuant to this Agreement to the Members from time to time.
- (h) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark (i) not used in or related to the Teachers Publication (or its successor publication, if any); (ii) not used in or related to the Students Publication (or its successor publication, if any); and (iii) used by ECI or in which it has rights or subsequently acquired by it during the term of this Agreement.
- (i) "Royalties" means the compensation set forth in Schedule B.
- (j) "Deans List Publication" means the publication of The National Dean's List or any successor publication.

(k) "Graduate" means a "Member" who ECI and MBNA America reasonably believes has graduated from college and/or other potential participants mutually agreed to by ECI and MBNA America.

2. RIGHTS AND RESPONSIBILITIES OF ECI

(a) ECI agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this agreement to the contrary, ECI may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ECI of said financial institution or the advertised Financial Service Product.

(b) ECI agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) ECI authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.

(d) ECI shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain ECI's Trademark and/or endorsement; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, ECI shall provide MBNA America with complete Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by ECI or its agents for an initial Mailing List or an update to that list, (e.g., a reasonable charge to add telephone numbers), MBNA America may deduct such costs from Royalties due ECI.

(f) ECI shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ECI. Notwithstanding the above, ECI may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to ECI. Any correspondence received by ECI that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) ECI hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits ECI from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of ECI. The advertisements, solicitations, and other materials mailed or otherwise disseminated by MBNA America to Members or Customers in conjunction with the Program shall not include commercial advertising for products or services of any kind or nature (except for materials relating to the services under the Program) unless ECI previously has approved of the materials in writing, which approval ECI may grant or deny in its sole and absolute discretion.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of ECI.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of ECI. Notwithstanding the provisions of Section 1(e), MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement (except as provided in Section 11). MBNA America will not use this separate information in a manner that would imply an endorsement by ECI.

(f) In view of the confidential nature of the Mailing Lists, all MBNA America employees, volunteers, agents and/or representatives who work with any Mailing List shall be under strict legal obligation not to copy any Mailing Lists, disclose the Mailing Lists or make any other use of any Mailing List other than as consistent with this Agreement or as specifically approved in writing by ECI. MBNA America shall comply with any reasonable requests of ECI with respect to security precautions to maintain the security of the Mailing Lists. In addition, MBNA America agrees that ECI shall be entitled to injunctive relief to prevent violation or further violation by MBNA America and/or its employees, volunteers, agents or representatives of this Section.

(g) Provided MBNA America is provided with updated and current Mailing Lists annually, MBNA America shall conduct at least two (2) full membership list direct mail campaigns for the Program during each consecutive twelve month period, as long as the net converted response rate (i.e., the number of applications approved divided by the number of solicitations mailed) is at least 0.50 for the last direct mail marketing effort, excluding test marketing efforts, conducted by MBNA America for the Program. Provided MBNA America is provided with updated and current Mailing Lists annually, MBNA America shall conduct at least two (2) telemarketing campaigns for the Program during each consecutive twelve month period, as long as the account/hour rate (i.e., the number of applications approved divided by the total hours the Program is telemarketed) is at least 0.75 for the last telemarketing effort, excluding test marketing efforts, conducted by MBNA America for the Program.

(h) The parties agree that MBNA America may from time to time, initiate as part of the Program, marketing efforts to convert those Credit Card Accounts which MBNA America reasonable believes the obligors of such accounts have graduated from college, to credit card accounts that do not bear a Trademark (each a "Graduate Account"). Graduate Accounts shall continue to receive the Royalty compensation set forth on Schedule B for Credit Card Accounts, however Graduate Accounts shall not be eligible for any opening of an account Royalty.

4. REPRESENTATIONS AND WARRANTIES

(a) ECI and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) ECI represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. ECI will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to ECI. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide ECI with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the number of retail purchase transactions (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program is set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America shall provide ECI with not less than thirty (30) days prior written notice of any increase in the annual fee or percentage rate charged to credit card account customers.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and ECI shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2003. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or ECI, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or ECI becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by ECI to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, ECI shall not attempt to cause the removal of ECI's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

11. CUSTOMER LIST

(a) Upon the request of ECI, but in no event more than once per twelve (12) month period, MBNA America shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to the Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). ECI shall return to MBNA America each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.

(b) Each Customer List is confidential, proprietary information which is and shall remain the sole property of MBNA America. ECI shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than MBNA America without receiving prior written approval from MBNA America. In view of the confidential nature of each Customer List, ECI warrants that ECI and all its employees, volunteers, agents and/or representatives of ECI who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by MBNA America. ECI shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists.

(c) Because the nature of each Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by ECI or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to injunctive relief to prevent violation or further violation by ECI and/or its employees, volunteers, agents or representatives of this Section.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), 7, 10(c), 10(d), 11(b) and 11(c) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to ECI:

EDUCATIONAL COMMUNICATIONS INCORPORATED
721 N. McKinley Road
Lake Forest, IL 60045

ATTENTION: Mr. Joseph Krouse
Associate Publisher

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Division Manager,
Group Administration/Sales

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement.

(h) MBNA America and ECI are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than ECI and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

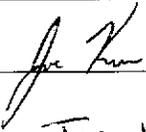
(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

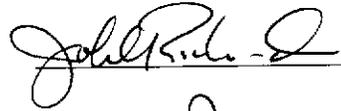
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

EDUCATIONAL COMMUNICATIONS, INC.

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: Joe Krouse

Name: John C. Richmond

Title: Associate Publisher

Title: SEVP

Date: April 1, 1999

Date: 3/25/99

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Member Credit Card Accounts will be a fixed rate of 19.9%, or a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Graduate Credit Card Accounts will be a fixed rate of 19.9%, or a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay ECI a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$0.40 (forty cents) for each retail purchase transaction made by a Customer using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (i.e., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gambling chips)).

**ADDENDUM TO THE
EDUCATIONAL COMMUNICATIONS, INC.
AMENDED AND RESTATED AFFINITY AGREEMENT
FOR THE NATIONAL DEAN'S LIST**

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of April, 2010 (the "Addendum Effective Date") by and between Educational Communications, Inc. ("ECI") and FIA Card Services, NA. (f/k/a MBNA America Bank, N.A.) ("FIA"), for themselves, and their respective successors and assigns.

WHEREAS, ECI and FIA are parties to an Amended and Restated Affinity Agreement dated as of April 1, 1999, as the same has been amended (the "Agreement"), wherein FIA provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to FIA by or on behalf of ECI; and

WHEREAS, by letter dated December 22, 2009 FIA notified ECI of its intent not to renew the Agreement (the "Non-renewal Letter").

WHEREAS, FIA desires to rescind the Non-renewal Letter and the parties now mutually desire to modify the provisions concerning the term of the Agreement and otherwise amend the Agreement as provided for herein;

WHEREAS, American Achievement Corporation's subsidiary Commemorative Brands, Inc., an affiliate company of ECI, shall replace ECI as party to this Agreement, and in each instance where ECI appears in the Agreement, it shall be deleted and replaced with reference to Commemorative Brands, Inc.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ECI and FIA agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The Non-renewal Letter is rescinded upon the Addendum Effective Date. FIA and American Achievement Corporation desire to maintain the existing Program in accordance with the terms of the Agreement as modified herein in order to allow the parties sufficient time to evaluate the potential of a new endorsing program with different marketing distribution terms and involving brands, other than Publications, that are owned by American Achievement Corporation's subsidiaries (e.g., Balfour and Keystone, Taylor).
3. With respect to the term of the Agreement, the parties agree that the Agreement will automatically terminate on March 31, 2011, unless either party gives written notice of its intention to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last day of the term and the parties mutually agree to extend the term. This Section replaces all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
4. The following definitions are hereby added to Section 1 of the Agreement:

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.
5. The definition of "Royalties" is hereby modified to read: "Royalties" means the compensation described in Section 5(a) of the Agreement."

6. The Agreement is hereby amended by deleting the following in their entireties:
- (i) Section 3(g);
 - (ii) The second sentence in Section 6;
 - (iii) Section 11;
 - (iv) Schedules A and Schedule B (as each has been previously amended)
 - (v) Paragraph 9 of the Group Incentive Program Addendum entered into as of October 12, 2001; and
 - (vi) Paragraph 11 of that certain Addendum to the Agreement entered into as of July 25, 2003.

7. Sections 5(a) and 5(b) of the Agreement are each hereby deleted from the Agreement in their entireties and replaced with the following new Sections 5(a) and 5(b) which shall read as follows:

“(a) Within forty-five days following the Addendum Effective Date, FIA shall pay to Commemorative Brands, Inc. a one-time fee of one hundred thousand dollars (\$100,000.00). For the sake of clarity, Commemorative Brands, Inc. shall not earn any other account royalties or other compensation under this Agreement and pursuant to the Trademark license granted to FIA pursuant to the Agreement, FIA will have the right to use the Trademarks on all Credit Card Accounts in accordance with the terms of the Agreement.

(b) If at any time during the term of the Agreement any change in any card network’s interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank’s business, as determined by Bank in its sole discretion (“Impact”), then Bank may notify Commemorative Brands, Inc. in writing of Bank’s desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after Commemorative Brands, Inc.’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to Commemorative Brands, Inc., upon ninety (90) days advance written notice.”

8. Section 10 of the Agreement is hereby amended by the following new Section 10(e):

“(e) In the event that Applicable Law has or will have a material adverse effect on FIA’s business (as determined in FIA’s sole discretion) (“Event”), FIA may notify Commemorative Brands, Inc. in writing of FIA’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after Commemorative Brands, Inc.’s receipt of FIA’s notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, FIA shall have the right to terminate this Agreement, without penalty or liability to Commemorative Brands, Inc., upon ninety (90) days advance written notice.”

9. Sections 12(f)(1) and 12(f)(2) of the Agreement are hereby deleted in their entireties and replaced with the following new Sections 12(f)(1) and 12(f)(2):

“(1) If to Commemorative Brands, Inc.:
Commemorative Brands, Inc.
7211 Circle Road
Austin, Texas 78745

ATTENTION: Kris Radhakrishnan

Fax: 512-443-5213

(2) If to FIA:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

10. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

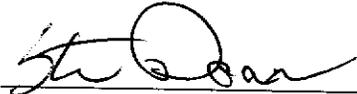
11. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**COMMEMORATIVE BRANDS, INC.
and EDUCATIONAL COMMUNICATIONS, INC.**

By: 
Name: Kris Radhakrishnan
Title: CFO
Date: 3-18-2010

FIA CARD SERVICES, N.A.

By: 
Name: Stephen Doan
Title: S. J. P.
Date: 4-15-10