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3-31-12

**MERGER OR SHARE EXCHANGE
HERFF JONES, INC.**

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**ARTICLES OF MERGER
OF
MURPHY CAP & GOWN COMPANY,
WITH AND INTO
HERFF JONES, INC.**

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The following Articles of Merger are submitted to merge the following Florida entity in accordance with Section 607.1104 of the Florida Business Corporation Act, as amended (the "Act"):

FIRST, the exact name, jurisdiction and form/entity type of the merging party (the "Merging Corporation") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Murphy Cap & Gown Company	Florida	Corporation

EFFECTIVE DATE
3-31-12

SECOND, the exact name, jurisdiction and form/entity type of the surviving party (the "Surviving Corporation") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Herff Jones, Inc.	Indiana	Corporation

THIRD, the Agreement and Plan of Merger (the "Plan of Merger") is attached as Exhibit A.

FOURTH, the Surviving Corporation shall continue under the name of "Herff Jones, Inc." as provided in the Plan of Merger and in accordance with the Act.

FIFTH, the merger shall become effective on March 31, 2012.

SIXTH, the Plan of Merger was duly adopted by the board of the Surviving Corporation by resolution dated effective as of November 15, 2011. Pursuant to Florida Business Corporation Act, Section 607.1104(1)(a), approval by the shareholders of the Surviving Corporation was not required.

SEVENTH, the Plan of Merger was duly adopted by the board of directors of the Merging Corporation by resolution dated effective as of March 1, 2012. Pursuant to Florida Business Corporation Act, Section 607.1104(1)(a), approval by the shareholders of the Merging Corporation was not required.

[signature page to immediately follow]

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IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be executed by each of their duly authorized officers as of the 1st day of March, 2012.

HERFF JONES, INC.

By: Michael S. Parratt
Name: Michael S. Parratt
Title: VP / CFO

MURPHY CAP & GOWN COMPANY

By: Michael S. Parratt
Name: Michael S. Parratt
Title: VP / CFO

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") dated as of this 1st day of March, 2012, is entered into by and between HERFF JONES, INC., an Indiana corporation (the "Surviving Corporation") and MURPHY CAP & GOWN COMPANY, a Florida corporation (the "Merging Corporation"), pursuant to the provisions of the Indiana Business Corporation Law (the "IBCL") and the Florida Business Corporation Act, as amended (the "Act").

RECITALS

WHEREAS, the Surviving Corporation owns all of the issued and outstanding shares of the Merging Corporation;

WHEREAS, the Merging Corporation has authority to issue seven thousand (7,000) shares of common stock, \$1.00 par value, of which a total of one thousand (1,000) shares are issued and outstanding;

WHEREAS, the respective Boards of Directors of the Surviving Corporation and the Merging Corporation (collectively, the "Constituent Companies") have determined that it is advisable and in the best interests of the Constituent Companies that the Merging Corporation be merged with and into the Surviving Corporation upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the IBCL and the Act;

WHEREAS, the respective Boards of Directors of each of the Surviving Corporation and the Merging Corporation have approved and adopted this Merger Agreement;

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the merger, the parties hereto agree as follows:

Article 1. THE MERGER AND ITS EFFECTIVE TIME

Section 1.1 **The Merger.** The Merging Corporation shall be merged into the Surviving Corporation in accordance with the Act (the "Merger").

Section 1.2 **Effective Time.** The effective date and time of the Merger shall be March 31, 2012, (the "Effective Time").

Section 1.3 **Survival of the Merger; Name.** At the Effective Time, the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall survive the Merger and continue to be an Indiana corporation. The name of the Surviving Corporation shall be "Herff Jones, Inc."

Article 2. ARTICLES OF INCORPORATION AND BY-LAWS

Section 2.1 **Articles of Incorporation.** On and after the Effective Time, the Articles of Incorporation of the Surviving Corporation shall constitute the Articles of Incorporation of the Surviving Corporation (the "Surviving Articles"), subject always to the right of the Surviving Corporation to amend the Surviving Articles in accordance with the IBCL.

Section 2.2 **Code of By-Laws.** On and after the Effective Time, the Code of By-Laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall constitute the Code of By-Laws of the Surviving Corporation (the "Surviving By-Laws"), and shall not be

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amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving By-Laws in accordance with the IBCL, the Surviving Articles and the Surviving By-Laws.

Article 3. DIRECTORS AND OFFICERS

Section 3.1 Directors and Officers. On and after the Effective Time, the Board of Directors and officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and officers of the Surviving Corporation, each to hold office subject to the Surviving Articles and Surviving By-Laws and the laws of the State of Indiana as to the term and removal of directors and officers.

Article 4. MANNER OF CONVERTING AND CANCELLING SHARES AND UNITS

Section 4.1 Cancellation of Merging Corporation's Issued Shares. At the Effective Time, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be cancelled, and no payment shall be made with respect thereto, and all certificates evidencing ownership of such shares shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 4.2 Existence of Surviving Corporation Issued Shares. At the Effective Time, all issued and outstanding shares of common stock of the Surviving Corporation shall be and remain issued and outstanding shares of common stock of the Surviving Corporation.

Article 5. RIGHTS

Section 5.1 Rights. From and after the Effective Time, the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of the Constituent Companies; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, the Constituent Companies shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in any of the Constituent Companies, shall be fully vested in the Surviving Corporation, and shall not revert or be in any way impaired by reason of the Merger.

Article 6. LIABILITIES

Section 6.1 Liabilities. From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of any of the Constituent Companies shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of the Constituent Companies shall become the responsibility and liability of the Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation in such action or proceeding.

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Article 7. CORPORATE ACTS

Section 7.1 Corporate Acts. From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Corporation.

Article 8. FURTHER DOCUMENTS

Section 8.1 Further Documents. If at any time prior to the Effective Time the Surviving Corporation shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the Board of Directors and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

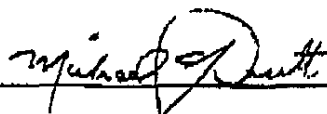
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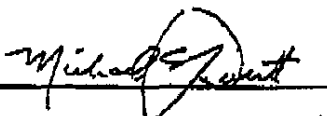
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IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation have caused this Merger Agreement to be executed by each of their duly authorized officers on the date and year first above written.

HERFF JONES, INC.

By: 
Name: Michael S. Parrott
Title: VP / CEO

MURPHY CAP & GOWN COMPANY

By: 
Name: Michael S. Parrott
Title: VP / CEO

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