RE

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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04-11-2002

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

1-18-02

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New 1-18-02
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date Month Day Year
- [ ] Change of Name
- [X] Other Collateral Agreement

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Velobind, Incorporated — Execution Date Month Day Year: 1/11/02

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Harris Trust and Savings Bank, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 111 West Monroe Street

Address (line 2):

Address (line 3): Chicago (City) Illinois (State/Country) 60603 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

01/24/2002 JJALLAH2 00000051 0378792
01 FC:481 40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

04/12/2002 GTON11 00000029 0378792
01 FC:482 725.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Numbe

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
See Schedule A-1 attached	See Schedule A-1 attached

Number of Properties

Enter the total number of properties involved. # 30

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 765.00

Method of Payment: Enclosed ☐ Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Roberta Termine	Roberta Termine	1/15/02
Name of Person Signing	Signature	Date Signed

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

OWNER	REGISTERED U.S. TRADEMARKS	REGISTRATION REG. NO.	DATE	
General Binding Corporation	Cerlox	0,378,792	6/18/1940	1
General Binding Corporation	Orbit	2,504,455	11/06/2001	2
General Binding Corporation	Shark	2,491,668	09/25/2001	3
General Binding Corporation	System Four Bind	1,836,748	05/13/1994	4
General Binding Corporation	Ultima	2,283,121	10/05/1999	5
VeloBind, Incorporated	VB Logo	1,223,933	01/18/1983	6
General Binding Corporation	Alphacolor	0,524,605	05/02/1950	7
General Binding Corporation	Duramax	1,795,850	09/28/1993	8
General Binding Corporation	EZ Cut	2,480,452	08/21/2001	9
General Binding Corporation	Hyloplate	1,585,235	03/06/1990	10
General Binding Corporation	Light Board	1,600,716	06/12/1990	11
General Binding Corporation	Office Trimmer	1,621,135	11/06/1990	12
General Binding Corporation	Paper Station	1,589,909	04/03/1990	13
General Binding Corporation	Q Charts	1,904,971	07/11/1995	14

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Owner	Registered U.S. Trademarks	Registration Reg. No.	Date	
General Binding Corporation	Staff Tracker	1,690,128	06/02/1992	15
General Binding Corporation	Tackwrite	2,491,470		16
General Binding Corporation	Ultimate	1,472,219	01/12/1988	17

`OWNER	PENDING U.S. TRADEMARK APPLICATIONS	FILING NO.	FILING DATE	
General Binding Corporation	Fusionpunch	76/258,775	05/18/01	18
General Binding Corporation	Quick Color	76/287,522	07/19/01	19
General Binding Corporation	Tri-Lite	76/194,035	01/16/01	20
General Binding Corporation	Clickman	78/045,006	09/04/01	21
General Binding Corporation	Keepers	78/032,493	10/26/00	22
General Binding Corporation	My Fun Stuff	78/043,843	01/18/01	23
General Binding Corporation	Photoseal Lamination Pouches	78/055407	03/27/01	24
General Binding Corporation	Proclick	78/045,016	01/25/01	25
General Binding Corporation	Proclick. It's a snap.	78/055,383	03/27/01	26
General Binding Corporation	Q (design) + Great ideas.	78/030,210	10/11/00	27
General Binding Corporation	Q (design) Oct 2000.	78/030,202	10/11/00	28
General Binding Corporation	Quartet	78/095,809	11/29/01	29
General Binding Corporation	Zipkit	78/045,021	08/21/01	30

TRADEMARK COLLATERAL AGREEMENT

This 11th day of January, 2002, VELOBIND, INCORPORATED, a Delaware corporation (the *"Debtor"*), with its principal place of business and mailing address at One GBC Plaza, Northbrook, Illinois 60062 in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns as collateral, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation *("HTSB")* with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the *"Secured Party")*, and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by any Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the *"Trademark Collateral"*), to secure performance of all Obligations as set out in that certain Security Agreement Re: Intellectual Property dated as of November 12, 1999 originally by and between Debtor, certain other debtors party thereto, and Secured Party (such Security Agreement Re: Intellectual Property as amended, supplemented, restated, or modified from time to time being referred to herein as the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VELOBIND, INCORPORATED

By _____
Name: Steve Rubin
Title: Vice President

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured Party

By _____
Name: [illegible]
Title: [illegible]

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE

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