

11-12-2002

11-8-02

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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102277525

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dixon Ticonderoga Company

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐

Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

Execution Date: 10/03/02

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal

Address: _____

Street Address: 1100 Abernathy Road, Ste. 1450

City: Atlanta

State: GA

Zip: 30328

☐

Individual(s) citizenship _____

☐

Association _____

☐

General Partnership _____

☐

Limited Partnership _____

☒

Corporation-State California

☐

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

See Schedule A attached hereto.

B. Trademark Registration No.(s) _____

See Schedule A attached hereto.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tracey D. Bennett

Internal Address: Otterbourg, Steindler, Houston

& Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 3,465.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Tracey D. Bennett

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 40

11/08/2002 TDIAZI 00000151 1412315

01 FC:8521
02 FC:852240.00 DP
3425.00 DPMail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002610 FRAME: 0264

**SCHEDULE A
TO
TRADEMARK RECORDATION COVER SHEET**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK REGISTRATION NUMBERS:

1412315	890915	764714
1381367	764316	802269
1244230	747882	415223
1248341	505593	784853
1296177	836745	764714
842462	143316	784855
964702	781427	784852
851048	256211	762777
425771	1533078	784028
1217529	1531964	1121001
1229784	505595	1026195
1224974	378145	2121495
1372527	785849	2243203
840900	875867	2243204
425759	224962	161790
812196	235076	2396244
505594	836744	507043
874119	836746	439931
814038	131087	288909
815496	913582	958168
226182	1427453	1580057
784447	805223	1573344
1453845	230109	275409
1481548	134928	808112
415545	836747	787185
228688	1381367	511395

210705	263078	1840512
209071	1725654	1434710
760373	1783434	1466883
980233	1813659	510973
964001	1906855	395758
1272322	2045348	402096
553502	1428351	804701
396973	970506	349718
824063	441263	835805
792253	107493	758447
764420	381458	814040
411803	665403	1427452
1005583	255183	836743
171221	571898	324415
178138	62977	574468
764329	142257	261339
836748	208289	829478
839603	1453844	1461834

TRADEMARK APPLICATION NUMBERS:

76/234337	75/463363
76/234338	76/244596
76/348136	76/257717

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated October 3, 2002, is by and between DIXON TICONDEROGA COMPANY, a Delaware corporation ("Debtor"), with its chief executive office at 195 International Parkway, Heathrow, Florida 32746 and FOOTHILL CAPITAL CORPORATION, a California corporation ("Secured Party"), having an office at 1100 Abernathy Road, Suite 1450, Atlanta, Georgia 30328.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a

continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade dress and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto (collectively, the "Trademarks") and in Exhibit B hereto (collectively, the "Exhibit B Collateral"), together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade dress and service marks, and all reissues, extensions, continuation and renewals thereof; and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Loan Documents or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations"). As long as Debtor is not in default under the Loan Agreement, Secured Party hereby grants Debtor a fully paid-up exclusive license under all Trademarks, all prints and labels on which such Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature identified as Collateral herein, and notwithstanding the above paragraph, such exclusive license includes: (a) the goodwill of the business symbolized by each Trademark, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks, (b) the right to all income, fees, royalties, and other payments or proceeds at any time due or payable with respect thereto, (c) the

right to sue for past, present and future infringement of the Trademarks, and (d) any and all other proceeds of any of the foregoing, including without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Trademarks are in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademarks, including, without limitation, the filing of any renewal affidavits and applications with respect to registered trademarks. The Trademarks and Exhibit B Collateral are not subject to any valid liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Trademarks or Exhibit B Collateral, or otherwise dispose of any of the Trademarks, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Trademarks and Exhibit B Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Trademarks and Exhibit B Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than to Debtor's subsidiaries.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If Debtor deems it necessary to file such a registration prior to receiving approval from Secured Party, Debtor is allowed to do so upon written notice to Secured Party and subject to Secured Party's right to instruct Debtor to withdraw such an application. If, after the date hereof, Debtor (i) obtains any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) becomes the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of this Agreement shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable without written approval by Secured Party. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Trademarks or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

(n) Except as set forth above, Debtor makes no representations or warranties with respect to the Exhibit B Collateral except that (i) Debtor does not now use any of the Exhibit B Collateral, (ii) Debtor does not believe that any of the Exhibit B Collateral has more than nominal value, (iii) Debtor and its subsidiaries have no inventory bearing or utilizing any trademarks or rights arising from the Exhibit B Collateral and (iv) Debtor agrees that it will not use any of the Exhibit B Collateral in the future without the advance written consent of the Secured Party.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor unless specifically required in this Agreement, the Loan Agreement or non-waivable under applicable law:

(a) Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine after the occurrence of an Event of Default.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate after the occurrence of an Event of Default. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to

such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York, whichever Lender may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related to the dealings of Debtor and Secured Party in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction having personal jurisdiction over Debtor or where such property may be found).

(c) Debtor acknowledges and agrees that notice sent by Secured Party in connection with the exercise of enforcement rights against Collateral under the provisions of the Code shall be deemed sent when deposited in the mail or personally delivered, or, where permitted by law, transmitted by telefacsimile or any other method set forth herein.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i)

ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Dixon Ticonderoga Company
 195 International Parkway
 Heathrow, Florida 32746-5036
 Attention: Chief Financial Officer

If to Secured Foothill Capital Corporation
Party: 1100 Abernathy Road, Suite 1450
 Atlanta, Georgia 30328
 Attention: Business Finance Division Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DIXON TICONDEROGA COMPANY

By: 

Title: TREASURER

FOOTHILL CAPITAL CORPORATION

By: Kathy Plisko

Title: Sr. Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of October __, 2002, before me personally came RICHARD ASTA,
to me known, who being duly sworn, did depose and say, that he is the TREASURER of DIXON
TICONDEROGA COMPANY, the corporation described in and which executed the foregoing
instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Tracey D. Bennett

Notary Public

TRACEY D. BENNETT
Notary Public, State of New York
No. 01BE6022715
Qualified in Queens County
Commission Expires 4/15/2003

Georgia
STATE OF ~~NEW YORK~~)
) ss.:
Fulton
COUNTY OF ~~NEW YORK~~)



On this 1 day of October, 2002, before me personally came Kathy Pliske to me
known, who, being duly sworn, did depose and say, that she is a Senior Vice President of
FOOTHILL CAPITAL CORPORATION, the corporation described in and which executed the
foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said
corporation.

Joseph A. Massaroni

Notary Public

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration No.	Registration Date
Ambrite	275,409	9/23/30
American	288,909	11/10/31
Beginners	505,594	1/11/49
Corelock & Design	2,396,244	10/17/00
Crayograph	814,038	8/30/66
Crayonex	815,496	9/20/66
Dixon & Design	1,461,834	10/20/87
Dixon & Design	1,453,844	8/25/87
Dixon	439,931	7/27/48
Dixon Ticonderoga	1,453,845	8/25/87
Dixon Ticonderoga	1,481,548	3/22/88
Envirosticks	1,725,654	10/20/92
Ethan Allen	665,403	8/5/58
Executive	571,898	3/17/53
Fluorescan	1,580,057	1/30/90
Freart	261,339	9/17/29
Gem	142,257	5/10/21
Giant	836,748	10/10/67
Giant	208,289	1/26/26

Trademark	Registration No.	Registration Date
Green & Yellow Ferrule Design	2,045,348	3/18/97
Hold Tu	263,078	10/29/29
Honor Roll	1,381,367	2/4/86
Hyga-Color	553,502	1/15/52
Hygieia	396,973	8/11/42
Kantroll	758,447	10/15/63
Kroma	814,040	8/30/66
Laddie	1,427,452	2/3/87
Liquariter	0787185	3/23/65
Multi-Pak	574,468	5/12/53
My First Pencil	1,434,709	3/31/87
My First Marker	1,433,869	3/24/87
My First Crayon	1,434,710	3/31/87
My First Washable Watercolors	2,121,495	12/16/97
Old Faithful	209,071	2/16/97
Old Faithful	210,705	3/23/26
Oriole	510,973	6/14/49
OVL 8	395,758	6/9/42
OVL 16	1,026,195	12/21/75
Paintmarx	402,096	6/29/43
Pastello	804,701	3/1/66
Payons	349,718	8/31/37
Pennant	415,223	7/31/45
Phano	511,395	6/21/49
Pink Carnation	890,915	5/12/70
Prang	792,253	7/6/65

Trademark	Registration No.	Registration Date
Prang	411,803	2/6/45
Prang	178,138	1/8/24
Prang Color Classics	747,882	4/9/63
Prang & Design	764,316	2/4/64
Prang	764,329	2/4/64
Prang	1,005,583	2/25/75
Prang Colorart & Design	1,475,891	2/9/88
Prang Professional & Design	2,243,203	5/4/99
Prang Fun Pro & Design	2,243,204	5/4/99
Red & Black (Label & Design)	143,316	5/31/21
Readymark	836,745	10/10/67
Redisharp	1,573,344	12/26/89
Redimark	781,427	12/8/64
Sensematic & Design	1,533,078	4/4/89
Sensematic	1,531,964	3/28/89
Sketcho	378,145	5/28/40
Stixit	224,962	3/8/27
Sunset	235,076	11/8/27
Supermark	836,744	10/10/67
Suremark	836,746	10/10/67
Taperaser	958,168	5/1/73
Ticonderoga	131,087	5/4/20
Ticonderoga Erasable Colored	1,783,434	7/20/93
Trend	913,582	6/8/70
Tri-Color	784,852	2/9/65
Two Diameter Ribbed Ferrule	736,588	8/21/62

Trademark	Registration No.	Registration Date
Trim Line	1,427,453	2/3/87
Velvatex	805,223	3/8/66
Video Arcade	1,229,784	3/8/83
Visaid	931,769	4/4/72
Waltham	230,109	7/12/27
Washable With Bubble Design	1,813,659	12/28/93
Washable With Bubble Design	1,906,855	7/18/95
Wearever	762,777	1/7/64
Wearever	784,028	1/26/65
Wedge	134,928	9/21/20
Wondermark	836,747	10/10/67
Woodles	1,224,974	1/25/83
Yellow Bands Design	226,182	4/5/27

Trademark Application	Application No.	Filing Date
Get Your Prang Power	76257717	5/15/01
Liquarite	76244596	4/23/01
Wonder Wands	76234337	4/3/01

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

EXHIBIT B COLLATERAL

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Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
CHARLEY	US	United States of America	"		1412315	07-Oct-86	Registered
HONOR ROLL	US	United States of America	"		1381367	04-Feb-86	Registered
NAPPO	US	United States of America	"		1244230	05-Jul-83	Registered
NAPPO	US	United States of America	"		1248341	16-Aug-83	Registered
PROMOTER	US	United States of America	72/317776	28-Jan-69	892477	09-Jun-70	Abandoned
PUSHER	US	United States of America	73/433443	18-Nov-83	1296177	18-Sep-84	Registered
SCORE	US	United States of America	"		842462	16-Jan-68	Registered
SKYTINT	US	United States of America	"		964702	24-Jul-73	Registered
TOGA	US	United States of America	"		921156	28-Sep-71	Abandoned
TUCKER	US	United States of America	"		851048	18-Jun-68	Registered
CORSAIR	US	United States of America	"		425771	03-Dec-46	Registered
TUCKERSHARPE	US	United States of America	"		1217529	23-Nov-82	Registered
TUCKERSHARPE & DESIGN	US	United States of America	"		704972	27-Sep-60	Abandoned
VIDEO ARCADE	US	United States of America	"		1229784	08-Mar-83	Registered
WOODLES	US	United States of America	"		1224974	25-Jan-83	Registered
NAPPO & Design	US	United States of America	"		1416617	11-Nov-86	Abandoned
BONANZA	US	United States of America	72/317775	28-Jan-69	893753	30-Jun-70	Abandoned
CEDAR-KING	US	United States of America	"		1372527	26-Nov-85	Registered
ERAS-CIL (STYLIZED)	US	United States of America	"		840900	19-Dec-67	Registered
FUSE-TEX (STYLIZED)	US	United States of America	"		425759	03-Dec-46	Registered
MUSTANG	US	United States of America	"		812196	02-Aug-66	Registered
GOOD GUY	US	United States of America	72/330310		895056	21-Jul-70	Abandoned
GRAND PRIX	US	United States of America	72/330311		893299	23-Jun-70	Abandoned
BEGINNERS	US	United States of America	"		505594	11-Jan-49	Registered
INVERTED ANGLES DESIGN	CA	Canada	"		23/6723	22-Apr-36	Abandoned
COLORART (STYLIZED)	US	United States of America	"		353828	18-Jan-38	Abandoned
COLORIT (STYLIZED)	US	United States of America	71/289692	12-Sep-29	265883	07-Jan-30	Abandoned
CONTINENTAL	US	United States of America	"		335130	26-May-36	Abandoned
CORUNDITE	US	United States of America	"		874119	05-Aug-69	Registered
CRAYOGRAPH	US	United States of America	"		814038	30-Aug-66	Registered
CRAYONEX	CA	Canada	363398	12-Apr-73	195669	23-Nov-73	Registered
CRAYONEX	US	United States of America	"		815496	20-Sep-66	Registered
DEK-ALL	US	United States of America	"		552950	08-Jan-52	Abandoned
DESIGN OF FERRULE	US	United States of America	"		226182	05-Apr-27	Registered

Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
DESIGN OF TWO DIAMETER ...	US	United States of America	""		736588	21-Aug-62	Abandoned
DIXACON	US	United States of America	""		954068	27-Feb-73	Abandoned
DIXALUMINA	US	United States of America	""		954069	27-Feb-73	Abandoned
DIXAMUL	US	United States of America	""		954070	27-Feb-73	Abandoned
DIXLOK	US	United States of America	""		784447	02-Feb-65	Registered
DIXON	PH	Philippines	75004	29-Jun-90	54475	26-Feb-93	Pending
TICONDEROGA							
DIXON	AR	Argentina	1738152	16-Apr-90	1391161	31-Mar-92	Abandoned
TICONDEROGA							
DIXON	GB	United Kingdom	1535961	18-May-93	1535961	15-Sep-95	Registered
TICONDEROGA							
DIXON	US	United States of America	""		1453845	25-Aug-87	Registered
TICONDEROGA COMPANY							
DIXON	US	United States of America	""		1481548	22-Mar-88	Registered
TICONDEROGA							
DIXON MICROLINER	US	United States of America	""		1459989	06-Oct-87	Abandoned
DIXON MICROLINER	MX	Mexico	19999	28-Jan-87	345867	29-Mar-88	Registered
DIXON BEST (STYLIZED)	US	United States of America	""		415545	07-Aug-45	Registered
DIXON and Design	JP	Japan	119834/1987	23-Oct-87	2252192	30-Jul-90	Abandoned
DIXON and Design	DE	Germany	D47 871/16Wz	06-Apr-90	1168720	06-Apr-90	Registered
DIXON and Design	BR	Brazil	814299083	10-Apr-89	814299083	05-Sep-89	Abandoned
DIXON and Design	FR	France	279963	12-Apr-91	1655402	12-Apr-91	Abandoned
DIXON and Design	BX	Benelux	738653	22-Jan-91	497661	22-Jan-91	Abandoned
DIXON and Design	GB	United Kingdom	1535962	18-May-93	1535962	11-Aug-95	Registered
DIXON and DESIGN	US	United States of America	""		1453844	25-Aug-87	Registered
DIXON and Design	ZA	South Africa	91/1692		B91/1692	12-Mar-91	Abandoned
DIXON and Design	AU	Australia	552520	21-Mar-91	552520	21-Mar-91	Abandoned
DIXON and DESIGN	MX	Mexico	174556		503532	04-Aug-93	Registered
DIXON and Design	US	United States of America	""		1461834	20-Oct-87	Registered
DIXON and Design	ZA	South Africa	91/1693		B91/1693	12-Mar-91	Abandoned
DIXON and Design	AU	Australia	552521	21-Mar-91	""		Abandoned
DIXON and DESIGN	MX	Mexico	174557	04-Aug-93	671639	11-Aug-00	Registered
DIXON Logo	ZA	South Africa	74/2153	30-Apr-74	74/2153	16-Mar-84	Abandoned
DIXON Logo	IS	Iceland	179/1973	30-Apr-73	289/1973	10-Sep-73	Abandoned
DIXON Logo	MX	Mexico	65742	13-Nov-72	181051	12-Mar-74	Abandoned
DIXON Logo	VE	Venezuela	1030/78	17-Feb-78	95805	30-Sep-80	Registered
DIXON Logo	PH	Philippines	24426	05-Oct-73	23523	13-Jul-76	Abandoned

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Trademark	Country	Applicant	Application Number	Filing Date	Registration Number	Registration Date	Status
DIXON Logo	IT	Italy	20107 C/71	13-Oct-71	626814	21-Jun-94	Abandoned
DIXON Logo	BX	Benelux	55575	04-Nov-71	305261	25-Feb-72	Abandoned
DIXON Logo	BR	Brazil	19955A	18-Nov-71	006475183	10-Nov-76	Abandoned
DIXON and design logo	US	United States of America	"	"	1019774	09-Sep-75	Abandoned
DIXON Logo	JP	Japan	44153/1980	02-Jun-80	1657809	23-Feb-84	Abandoned
DIXON Logo	CA	Canada	468583	16-Apr-81	266238	05-Feb-82	Abandoned
DIXON Logo	FR	France	279112	24-May-78	1490059	22-Sep-88	Abandoned
DIXON Logo	AU	Australia	269129	17-Apr-73	A269129	17-Apr-73	Abandoned
DIXON Logo	DE	Germany	D26067/4Wz	21-Oct-71	904499	16-Apr-73	Abandoned
DIXON Logo	JP	Japan	25660/1977	15-Apr-77	1494682	25-Dec-81	Abandoned
DIXON	US	United States of America	"	"	939481	01-Aug-72	Abandoned
DIXON Logo	FR	France	121692	"	1182560	21-Oct-71	Abandoned
DIXON Logo	AU	Australia	267561	17-Apr-73	A267561	17-Apr-73	Abandoned
DIXON Logo	JP	Japan	69025/1976	09-Oct-76	1985409	"	Abandoned
DIXON	US	United States of America	"	"	955767	20-Mar-73	Abandoned
DIXON	US	United States of America	"	"	971180	23-Oct-73	Abandoned
DOVERCLIFF	US	United States of America	"	"	326237	16-Jul-35	Abandoned
ECLIPSE	US	United States of America	"	"	134929	21-Sep-20	Abandoned
ELDORADO	MX	Mexico	"	26-Mar-20	17992	31-Mar-20	Registered
ELDORADO (STYLIZED)	US	United States of America	"	"	107493	07-Dec-15	Registered
EMPIRE	US	United States of America	"	"	381458	24-Sep-40	Registered
ENDURO	US	United States of America	"	"	603907	29-Mar-55	Abandoned
ETHAN ALLEN	US	United States of America	72/033804	16-Jul-57	665403	05-Aug-58	Registered
EVERYDAY ART (STYLIZED)	US	United States of America	"	"	255183	16-Apr-29	Registered
EXCELLO SQUARES	US	United States of America	"	"	"	"	"
EXECUTIVE (STYLIZED)	US	United States of America	"	"	286159	18-Aug-31	Abandoned
FLAKE (STYLIZED)	US	United States of America	"	"	571898	17-Mar-53	Registered
FORSYTE	US	United States of America	"	"	62977	04-Jun-07	Registered
FREART (STYLIZED)	US	United States of America	"	"	336335	30-Jun-36	Expired
FREART (STYLIZED)	US	United States of America	"	"	142257	17-Sep-29	Registered
FREART (STYLIZED)	US	United States of America	"	"	"	"	"
FTR	US	United States of America	"	"	261339	17-Sep-29	Registered
FUSED GRAY	US	United States of America	"	"	717198	20-Jun-61	Abandoned
GEM	US	United States of America	71/123620	10-Oct-19	718664	18-Jul-61	Abandoned
GIANT	US	United States of America	"	"	142257	10-May-21	Registered
GIANT	US	United States of America	"	"	836748	10-Oct-67	Registered
GIANT	US	United States of America	"	"	208289	26-Jan-26	Registered
GLIDER	US	United States of America	"	"	829478	30-May-67	Registered

Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Registered
GLIDERITER	US	United States of America	"		839603	28-Nov-67	Registered
GLUIT (STYLIZED)	US	United States of America	"		228688	07-Jun-27	Registered
GRAFOIL	US	United States of America	"		164692	27-Feb-23	Abandoned
OLD FAITHFUL AND DESIGN	US	United States of America	"		210705	23-Mar-26	Registered
OLD FAITHFUL (STYLIZED)	US	United States of America	"		209071	16-Feb-26	Registered
PRANG	CA	Canada	"		36694	18-Nov-24	Registered
GRAPH-AIR	US	United States of America	"		324938	04-Jun-35	Abandoned
GRAPHOKOTE	US	United States of America	"		730666	11-May-62	Abandoned
HI-SPEED	US	United States of America	"		760373	19-Nov-63	Registered
HOT PAINTS	US	United States of America	"		980233	12-Mar-74	Registered
HOTMARX	US	United States of America	"		366563	18-Apr-39	Abandoned
HOT MARX	US	United States of America	"		964001	17-Jul-73	Registered
HYBAKE SUPREME	US	United States of America	73/385080		1272322	03-Apr-84	Registered
HYGA-COLOR (STYLIZED)	US	United States of America	71/596702	02-May-50	553502	15-Jan-52	Registered
HYGIEIA	US	United States of America	71/451700	18-Mar-42	396973	11-Aug-42	Registered
HYGIEIA	CA	Canada	"		36783	29-Nov-24	Registered
INDUSTRIAL	US	United States of America	"		298872	08-Nov-32	Abandoned
INVADER	US	United States of America	"		824063	14-Feb-67	Registered
INVADER	US	United States of America	"		281477	17-Mar-31	Abandoned
PRANG	GB	United Kingdom	"		852840	14-Aug-63	Registered
PRANG	US	United States of America	"		792253	06-Jul-65	Registered
PRANG	GB	United Kingdom	"		852839	14-Aug-63	Registered
PRANG	US	United States of America	"		764420	04-Feb-64	Registered
PRANG (STYLIZED)	US	United States of America	"		411803	06-Feb-45	Registered
PRANG	US	United States of America	"		1005583	25-Feb-75	Registered
PRANG (STYLIZED)	US	United States of America	"		171221	31-Jul-23	Registered
PRANG (STYLIZED)	US	United States of America	"		178138	08-Jan-24	Registered
PRANG	US	United States of America	"		764329	04-Feb-64	Registered
KANTROLL	US	United States of America	"		758447	15-Oct-63	Registered
KINDOGRAPH (STYLIZED)	US	United States of America	71/292090		269135	25-Mar-30	Abandoned
KOPY-KAT AND DESIGN	US	United States of America	"		302318	11-Apr-33	Abandoned
KROMA	US	United States of America	"		814040	30-Aug-66	Registered
LADDIE	US	United States of America	"		1427452	03-Feb-87	Registered
LEADFAST	US	United States of America	"		570478	10-Feb-53	Abandoned
LOCK MATE	US	United States of America	"		730373	24-Apr-62	Abandoned

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status
LONG-TOM	US	"		836743	10-Oct-67	Registered
M	US	"		119675	11-Dec-17	Abandoned
MAMMOTH	US	"		282838	05-May-31	Abandoned
MARATHON	US	"		1510951	01-Nov-88	Abandoned
IMPERIAL						
MARK OVER	US	"		1492798	21-Jun-88	Abandoned
MARXIT (STYLIZED)	US	71/288893		266095	14-Jan-30	Abandoned
METRIC	US	"		1006070	04-Mar-75	Abandoned
METROPOLITAN	US	"		131083	04-May-20	Abandoned
MICRO ROLLER	US	"		1463170	27-Oct-87	Abandoned
MICROFENE	CA	"		5827	27-Jan-36	Registered
MICROFENE (STYLIZED)	US	"		324415	21-May-35	Registered
MULTI-PAK						
MY FIRST MARKER	US	"		574468	12-May-53	Registered
MY FIRST	US	"		1433869	24-Mar-87	Abandoned
MY FIRST MARKER	MX	22206	02-Mar-87	351543	16-Aug-88	Registered
MY FIRST PENCIL	US	74/414266	19-Jul-93	1836762	17-May-94	Abandoned
MY FIRST PENCIL	US	"		1434709	31-Mar-87	Abandoned
MY FIRST	MX	22205	02-Mar-87	348129	13-May-88	Registered
MY FIRST PENCIL	US	74/414264	19-Jul-93	1840512	21-Jun-94	Registered
MY FIRST CRAYON	US	"		1434710	31-Mar-87	Registered
MY FIRST	MX	22207	02-Mar-87	360815	13-Apr-89	Abandoned
NON-SKID (STYLIZED)	US	"		733974	03-Jul-62	Abandoned
NUART	US	"		932269	11-Apr-72	Abandoned
NUART	US	74/264572	10-Apr-92	"		Abandoned
OCL PLUS	US	"		1466883	01-Dec-87	Registered
ORIOLE	US	"		510973	14-Jun-49	Registered
OVL 8 & Design	US	71/449950	02-Jan-42	395758	09-Jun-42	Registered
P-7 & Design	US	"		733649	03-Jul-62	Abandoned
PAINTMARX (STYLIZED)	US	"		402096	29-Jun-43	Registered
PASTELLO	US	"		804701	01-Mar-66	Registered
PAYONS (STYLIZED)	US	"		349718	31-Aug-37	Registered
PERMISET	US	"		835805	26-Sep-67	Registered
PHANO (STYLIZED)	US	"		511395	21-Jun-49	Registered
PINK CARNATION	US	72/327749		890915	12-May-70	Registered
PRANG & Design	US	"		764316	04-Feb-64	Registered
PRANG COLOR ART & Design	US	"		1475891	09-Feb-88	Abandoned

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Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status
PRANG COLOR CLASSICS	US	""		747882	09-Apr-63	Registered
RAPID WRITER (STYLIZED)	US	""		505593	11-Jan-49	Registered
READYMARK	US	""		836745	10-Oct-67	Registered
RED & BLACK LABEL & Design	US	71/123797		143316	31-May-21	Registered
REDIMARK	US	""		781427	08-Dec-64	Registered
REDIMARK	CA	336466	23-Sep-70	183329	26-May-72	Registered
RENOWN (STYLIZED)	US	""		256211	07-May-29	Registered
RUBACORE	US	""		660554	15-Apr-58	Abandoned
RUBACORE (STYLIZED)	MX	13525	10-Aug-67	138623	12-Aug-67	Registered
S	US	""		119676	11-Dec-17	Abandoned
SM	US	""		119677	11-Dec-17	Abandoned
SECRETARY	US	72/320332		890912	12-May-70	Abandoned
SENSEMATIc and Design	US	""		1533078	04-Apr-89	Registered
SENSEMATIc and Design	GB	1345214	23-May-88	1345214	23-May-88	Registered
SENSEMATIc	US	""		1531964	28-Mar-89	Registered
SENSEMATIc	GB	1345213	23-May-88	1345213	23-May-88	Registered
SEQUOIA (STYLIZED)	US	""		505595	11-Jan-49	Registered
SKETCHO (STYLIZED)	US	71/427226		378145	28-May-40	Registered
AIR SPUN (STYLIZED)	US	""		367528	23-May-39	TRANSFERED
T-ROD	US	""		737541	11-Sep-62	Abandoned
SLIP 'N SLIDE	US	""		785849	02-Mar-65	Registered
SOUTHWESTERN	US	""		875867	02-Sep-69	Registered
STENOGRAPHER	US	""		131079	04-May-20	Abandoned
STERLING	US	""		560991	01-Jul-52	Abandoned
STIXIT & Design	US	""		224962	08-Mar-27	Registered
STRIKE-OUT	US	327987	21-May-69	907732	09-Feb-71	Abandoned
SUMMIT	US	""		131084	04-May-20	Abandoned
SUNSET	US	""		235076	08-Nov-27	Registered
SUPERMARK	US	""		836744	10-Oct-67	Registered
SUREMARK	US	""		836746	10-Oct-67	Registered

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Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
TEMPERA-GEL	US	United States of America	"		969035	25-Sep-73	Abandoned
THINEX	US	United States of America	"		652762	08-Oct-57	Abandoned
TICONDEROGA	AR	Argentina	"		979079		Abandoned
TICONDEROGA	CA	Canada	"		50409	10-Sep-30	Registered
TICONDEROGA (STYLIZED)	US	United States of America	"		131087	04-May-20	Registered
TICONDEROGA	GB	United Kingdom	1536130	14-May-93	1536130	14-May-93	Registered
TICONDEROGA	MX	Mexico	"		17917		Registered
TICONDEROGA	MX	Mexico	198815	12-May-94	467648	12-May-94	Registered
TLC, Typists' Liquid Corrector	US	United States of America	"		1106626	21-Nov-78	Abandoned
TREND	US	United States of America	72/363899	29-Jun-70	913582	08-Jun-71	Registered
TREND	CA	Canada	336468	23-Sep-70	191918	22-Jun-73	Registered
TRIMLINE	US	United States of America	"		1427453	03-Feb-87	Registered
TYPHONITE (STYLIZED)	US	United States of America	"		387199	06-May-41	Abandoned
VELVATEX	US	United States of America	"		805223	08-Mar-66	Registered
VISAID	US	United States of America	"		951965	30-Jan-73	Abandoned
VISAID (STYLIZED)	US	United States of America	"		931769	04-Apr-72	Abandoned
WALTHAM (STYLIZED)	US	United States of America	"		230109	12-Jul-27	Registered
WEDGE	CA	Canada	314094	18-Jun-68	163977	18-Jul-69	Abandoned
WEDGE (STYLIZED)	US	United States of America	71/123617	10-Oct-19	134928	21-Sep-20	Registered
WONDERMARK	US	United States of America	"		836747	10-Oct-67	Registered
SILVER BAND AT END OF PENCIL	US	United States of America	71/429632	15-Mar-40	390076	09-Sep-41	Abandoned
FAR-OUT	US	United States of America	"		1010445	13-May-75	Abandoned
DIXON HIGH HEAT	DE	Germany	D 31 106/8Wz	16-Mar-77	970141	14-Apr-78	Abandoned
DXN in Inverted Angles	AU	Australia	"		A34840	23-Nov-22	Abandoned
HOLDTU (STYLIZED)	US	United States of America	"		1381367	29-Oct-29	Registered
HOLDTU (STYLIZED)	US	United States of America	"		263078	29-Oct-29	Registered
DIXONAC	FR	France	136667	12-Oct-72	1213101		Abandoned
DIXONAC	DE	Germany	D 27175/4Wz	12-Oct-72	908475/4	08-Aug-73	Abandoned
DIXONAC	IT	Italy	20592 C/72	19-Oct-72	283155	11-Jun-74	Abandoned
DIXONAC	BX	Benelux	31374	09-Oct-72	313825	24-Jan-73	Abandoned
GRAPHOKOTE	IT	Italy	20591 C/72	19-Oct-72	649051	21-Sep-95	Abandoned
GRAPHOKOTE	BX	Benelux	31375	09-Oct-72	313826	24-Jan-73	Abandoned
GRAPHOKOTE	FR	France	129667		1213102	17-Sep-82	Abandoned
GRAPHOKOTE	GB	United Kingdom	999937	13-Oct-72	A999937	13-Oct-72	Registered

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Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
YELLOW BANDS	PO	Puerto Rico	""		2539		Abandoned
YELLOW BANDS DESIGN	CA	Canada	""		39202	23-Jan-26	Registered
DIXON PAINT-ON	DE	Germany	D47 870/16Wz	06-Apr-90	1168719	28-Nov-90	Abandoned
DIXON'S TICONDEROGA GRAPHITE	GB	United Kingdom	""		411893	25-Jan-21	Registered
DIXON'S GRAPHITE	GB	United Kingdom	""		411892	25-Jan-21	Registered
HOTSTIX	US	United States of America	""		""		Proposed
FERRULE BLACK BANDS DESIGN	US	United States of America	""		""		Proposed
ENVIRO STIKS	US	United States of America	74/251811	03-Mar-92	1725654	20-Oct-92	Registered
WIPE-OUT	US	United States of America	""		""		Proposed
FM WASHABLE LITTLE LOUIE AND DESIGN	US	United States of America	74/259175	26-Mar-92	1808270	30-Nov-93	Abandoned
FM WASHABLE LITTLE LOUIE	CA	Canada	726596	14-Apr-93	437656	30-Dec-94	Registered
FM WASHABLE LITTLE LOUIE ...	MX	Mexico	166787	04-May-93	456068	10-Jul-94	Registered
FM WASHABLE LITTLE LOUIE ...	MX	Mexico	166788	04-May-93	443935	11-Oct-93	Registered
TICONDEROGA ERASABLE ...	US	United States of America	74/276017	18-May-92	1783434	20-Jul-93	Registered
ULTRA! WITH SMUDGE DESIGN	MX	Mexico	181359	25-Oct-93	503466	11-Sep-95	Registered
ULTRA! WITH SMUDGE DESIGN	US	United States of America	74/394623	26-May-93	1837870	31-May-94	Abandoned
ULTRA! WITH SMUDGE DESIGN	CA	Canada	739809	23-Sep-93	446499	25-Aug-95	Registered
ULTRA! WITH SMUDGE DESIGN	GB	United Kingdom	1548622	26-May-93	B1548622	26-May-93	Abandoned
PRANG DRAWING PENCIL SET ...	US	United States of America	""		""		Proposed
WASHABLE AND BUBBLE DESIGN	MX	Mexico	166789	04-May-93	446977	04-May-93	Registered
WASHABLE AND BUBBLE DESIGN	US	United States of America	74/336493	03-Dec-92	1813659	28-Dec-93	Registered
WASHABLE AND BUBBLE DESIGN	CA	Canada	726598	14-Apr-93	450031	17-Nov-95	Registered
BLENDWEL	CA	Canada	""		36693	18-Nov-24	Registered

Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
WASHABLE and Bubble Design	MX	Mexico	172014	30-Jun-93	465817	30-Jun-93	Registered
WASHABLE AND BUBBLE DESIGN	US	United States of America	74/361630	24-Feb-93	1906855	18-Jul-95	Registered
TICONDEROGA WET ERASE	MX	Mexico	170251	11-Jun-93	440141	19-Aug-93	Registered
TICONDEROGA WET ERASE	US	United States of America	74/339286	11-Dec-92	1843627	05-Jul-94	Abandoned
TICONDEROGA WET ERASE	CA	Canada	730007	31-May-93	455717	22-Mar-96	Registered
CHILD SAFE CAP DESIGN	US	United States of America	""	""	""	""	Proposed
PRANG SKIN TONES OF THE ...	US	United States of America	74/351558	25-Jan-93	1837515	24-May-94	Abandoned
PRANG SKIN TONES OF THE ...	CA	Canada	730008	31-May-93	448260	29-Sep-95	Registered
PRANG SKIN TONES OF THE ...	MX	Mexico	173763	23-Jul-93	448377	08-Dec-93	Registered
SKIN TONES OF THE WORLD ...	US	United States of America	""	""	""	""	Proposed
PRANG CRAYONS AND DESIGN	MX	Mexico	170249	11-Jun-93	440140	19-Aug-93	Registered
PRANG CRAYONS AND DESIGN	US	United States of America	74/359710	17-Feb-93	1838423	31-May-94	Abandoned
PRANG CRAYONS AND DESIGN	CA	Canada	730009	31-May-93	448261	29-Sep-95	Registered
PRANG MODELING CLAY AND DESIGN	MX	Mexico	170253	11-Jun-93	444022	12-Oct-93	Registered
PRANG MODELING CLAY AND DESIGN	US	United States of America	74/359711	17-Feb-93	1836177	10-May-94	Abandoned
PRANG MODELING CLAY AND DESIGN	CA	Canada	730011	31-May-93	448542	06-Oct-95	Registered
TICONDEROGA DRY ERASE	MX	Mexico	174802	06-Aug-93	444473	18-Oct-93	Registered
TICONDEROGA DRY ERASE	CA	Canada	730010	31-May-93	462131	30-Aug-96	Registered
TICONDEROGA DRY ERASE	US	United States of America	74/378428	13-Apr-93	1906490	18-Jul-95	Abandoned
MY FIRST	MX	Mexico	169387	02-Jun-93	505457	27-Sep-95	Registered
TICONDEROGA DRY ERASE BOARD LIQUID CLEANER	US	United States of America	74/397033	02-Jun-93	1848895	09-Aug-94	Abandoned

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Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
TICONDEROGA DRY ERASE BOARD...	GB	United Kingdom	1554675	24-Nov-93	1554675	24-Nov-93	Registered
TICONDEROGA DRY ERASE BOARD...	CA	Canada	741963	23-Nov-93	448301	29-Sep-95	Registered
TICONDEROGA DRY ERASE BOARD...	GB	United Kingdom	1554538	24-Nov-93	1554538	24-Nov-93	Registered
TICONDEROGA DRY ERASE BOARD...	CA	Canada	741962	23-Nov-93	448300	29-Sep-95	Registered
TICONDEROGA DRY ERASE ...	US	United States of America	74/397034	02-Jun-93	1875929	24-Jan-95	Abandoned
COLOR ART AND DESIGN	US	United States of America	74/487964	08-Feb-94	1908028	01-Aug-95	Abandoned
COLOR ART	CA	Canada	761236	05-Aug-94	""	""	Pending
COLOR ART	MX	Mexico	208407	12-Aug-94	485629	22-Mar-95	Registered
WONDERWANDS	CA	Canada	""	""	""	""	Proposed
WONDERWANDS	MX	Mexico	215952	20-Oct-94	480137	22-Nov-94	Registered
WONDER WANDS	US	United States of America	74/523461	10-May-94	1893110	09-May-95	Abandoned
PRANG HAPPY CRAYONS and ...	US	United States of America	74/545235	01-Jul-94	""	""	Abandoned
GREEN AND YELLOW FERRULE	US	United States of America	74/639671	01-Mar-95	2045348	18-Mar-97	Registered
PINK PEARL	CA	Canada	""	""	UCA37347	05-Nov-49	Registered
SIN	US	United States of America	""	""	""	""	Proposed
CUSTOM COLOR	US	United States of America	""	""	1428351	10-Feb-87	Registered
DIXON	FR	France	68861	25-Oct-68	1490061	22-Sep-88	Registered
DIXON	CA	Canada	329822	04-Feb-70	178857	15-Oct-71	Registered
DIXON	IT	Italy	""	""	551347	16-Oct-91	Registered
DIXON	BR	Brazil	788501	31-Jan-67	6654592	25-Mar-78	Registered
DIXON	US	United States of America	431686	03-Aug-72	970506	16-Oct-73	Registered
DIXON'S (STYLIZED)	US	United States of America	""	""	441263	09-Nov-48	Registered
DIXON	GT	Guatemala	2690	28-Jun-83	""	""	Pending
DIXON	BR	Brazil	19955	18-Nov-71	006475175	10-Nov-76	Abandoned
DIXON	US	United States of America	""	""	439931	27-Jul-48	Registered
DIXON	US	United States of America	""	""	439860	27-Jul-48	Abandoned
DIXON'S	CA	Canada	""	07-Dec-65	23/6724	22-Apr-36	Abandoned
DIXON'S	AU	Australia	""	""	57583	18-Feb-31	Abandoned
DIXON'S	CA	Canada	""	07-Dec-65	23/6723	22-Apr-66	Abandoned
DIXON'S	AU	Australia	""	""	57581	18-Feb-31	Abandoned
AMERICAN	US	United States of America	""	""	288909	10-Nov-31	Registered

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Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
(STYLIZED)							
ERASIT (STYLIZED)	US	United States of America	71/547524		525915	06-Jun-50	Abandoned
HEADSTARI	US	United States of America	"		946353	31-Oct-72	Abandoned
HIGH HEAT	GB	United Kingdom	1054373	05-Nov-75	B1054373	18-May-77	Abandoned
NEAT SHEETS	CA	Canada	"		21285	23-Jul-82	Abandoned
BIG MO	US	United States of America	"		1097452	25-Jul-78	Abandoned
TAPERASER	CA	Canada	52841	01-May-72	204358	10-Jan-75	Registered
TAPERASER	US	United States of America	"		958168	01-May-73	Registered
A-TECH	US	United States of America	73/806711	15-Jun-89	1584639	27-Feb-90	Abandoned
FLUORE SCAN	US	United States of America	73/794531	20-Apr-89	1580057	30-Jan-90	Registered
REDISHARP	US	United States of America	73/800144	15-May-89	1573344	26-Dec-89	Registered
SENSE-A-FEED & Design	US	United States of America	73/761245	01-Nov-88	1564427	07-Nov-89	Abandoned
SENSE-A-FEED	US	United States of America	"		1552842	22-Aug-89	Abandoned
777	US	United States of America	"		327554	27-Aug-35	Abandoned
888	US	United States of America	"		327553	27-Aug-35	Abandoned
ACCO-FAB	US	United States of America	"		541710	01-May-51	Abandoned
ADVANCE	US	United States of America	"		562197	29-Jul-52	Abandoned
AERIAL	US	United States of America	"		321139	22-Jul-35	Abandoned
DXN	CA	Canada	"		23/6727	23-Apr-36	Abandoned
AMBRITE	US	United States of America	"		275409	23-Sep-30	Registered
(STYLIZED)							
BELT MATE	US	United States of America	"		1108359	12-Dec-78	Abandoned
BOLD PEN	US	United States of America	"		808112	10-May-66	Registered
BOLD FACE	US	United States of America	"		280586	24-Feb-31	Abandoned
BUXALL	US	United States of America	"		630014	03-Jul-56	Abandoned
CABINET	US	United States of America	"		131086	04-May-20	Abandoned
CARTOON	US	United States of America	"		697828	17-May-60	Abandoned
CLARO	US	United States of America	"		336632	14-Jul-36	Abandoned
CLASSMATE	US	United States of America	72/310451		884662	20-Jan-70	Abandoned
PIONEER	AU	Australia	A162640		"		Registered
FLIPT	US	United States of America	"		1113603	20-Feb-79	Abandoned
LIQUAGRAPH	CA	Canada	102572		102572	03-Feb-56	Abandoned
LIQUARITE	CA	Canada	102680		102680	17-Feb-56	Registered
LIQUARITER	CA	Canada	139997		"		Abandoned
LIQUASCRIBE	CA	Canada	103284		103284	11-May-56	Abandoned
PENNANT	CA	Canada	154225		154225	17-Nov-67	Registered
PIONEER	CA	Canada	"	06-Dec-78	UCA2940	04-Feb-34	Registered
PRESCLICK	CA	Canada	NS 201/51012		51012	27-Oct-52	Registered

Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
CA	Canada	NS 19/5586		5586	16-Aug-35	Abandoned
CA	Canada	NS 19/5583		5583	16-Aug-35	Abandoned
US	United States of America	"		377038	16-Apr-40	Abandoned
US	United States of America	"		559173		Abandoned
US	United States of America	"		691281	12-Jan-60	Abandoned
US	United States of America	"		1172240	06-Oct-81	Abandoned
US	United States of America	"		699000	07-Jun-60	Abandoned
GB	United Kingdom	756359		756359	07-Aug-56	Abandoned
US	United States of America	72/192485	01-May-64	787185	23-Mar-65	Registered
CA	Canada	507850	10-Aug-83	307226	20-Sep-85	Abandoned
US	United States of America	"		1124720	04-Sep-79	Abandoned
IS	Iceland	"		8-1952		Abandoned
US	United States of America	"		1113605	20-Feb-79	Abandoned
US	United States of America	"		764714	11-Feb-64	Registered
IE	Ireland, Republic of	"		66632		Abandoned
IL	Israel	4943	23-Mar-38	4943	28-Dec-38	Abandoned
US	United States of America	"		802269		Unfiled
US	United States of America	"		1113604	20-Feb-79	Abandoned
NZ	New Zealand	"		45492		Abandoned
US	United States of America	"		689122	01-Dec-59	Abandoned
US	United States of America	"		737166	04-Sep-62	Abandoned
US	United States of America	"		377039	16-Apr-40	Abandoned
PH	Philippines	41096	14-Apr-80	38621	15-Apr-88	Abandoned
US	United States of America	"		814508		Unfiled
CA	Canada	102723		102723	17-Feb-56	Abandoned
ZW	Zimbabwe	"		293/64	27-Apr-85	Abandoned
US	United States of America	"		415223	31-Jul-45	Registered
US	United States of America	"		1124914	11-Sep-79	Abandoned
US	United States of America	"		384684	28-Jan-41	Abandoned
ZM	Zambia	"		226/64	27-Apr-85	Abandoned
US	United States of America	"		1111798	23-Jan-79	Abandoned
US	United States of America	73/822795	31-Aug-89	1589939	03-Apr-90	Abandoned
US	United States of America	73/748040	24-Aug-88	"		Abandoned

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Trademark	Country	County Name	Application Number	Filing Date	Registration Number	Registration Date	Registered/Abandoned
PREST	US	United States of America	""		784853	09-Feb-65	Registered
STANDOUT (STYLIZED)	US	United States of America	""		764714	11-Feb-64	Registered
PUSH-O-PUSH	US	United States of America	""		784855	09-Feb-65	Registered
SABER	US	United States of America	72/088668	08-Jan-60	709641	10-Jan-61	Abandoned
TREASURE	US	United States of America	""		1113606	20-Feb-79	Abandoned
TRI-COLOR	US	United States of America	""		784852	09-Feb-65	Registered
CLEAR VUE (STYLIZED)	US	United States of America	71/576643	05-Apr-49	529217	15-Aug-50	Abandoned
VANGUARD	US	United States of America	""		681860	14-Jul-59	Abandoned
VISCOUNT	US	United States of America	""		678460	12-May-59	Abandoned
WEAREVER & DESIGN	US	United States of America	""		665328	05-Aug-58	Abandoned
WEAREVER	US	United States of America	""		762777	07-Jan-64	Registered
WEAREVER (STYLIZED)	US	United States of America	""		784028	26-Jan-65	Registered
WEAREVER IN NEW YORK STATE	US	United States of America	""		9365		Abandoned
WEAREVER	US	United States of America	""		1088715	04-Apr-78	Abandoned
YEAR-ROUND	US	United States of America	""		1121001	26-Jun-79	Registered
YEAR-ROUND (STYLIZED)	US	United States of America	""		685977	29-Sep-59	Abandoned
PIONEER	IT	Italy	""		408965	03-Mar-86	Abandoned
WEAREVER	DZ	Algeria	""		038571	11-Feb-87	Abandoned
WEAREVER	AG	Antigua & Barbuda	""		693	20-Jun-70	Abandoned
WEAREVER	IN	India	""		141991	12-Jan-79	Abandoned
WEAREVER	AR	Argentina	""		1138602	13-May-85	Abandoned
WEAREVER	GY	Guyana	""		5636	23-Oct-70	Abandoned
WEAREVER	BS	Bahama Islands	""		2577	11-Nov-69	Abandoned
WEAREVER	GB	United Kingdom	""		850618	20-Jun-63	Registered
WEAREVER	GD	Grenada	""		107	20-Jun-70	Abandoned
WEAREVER	GN	Guinea	""		3000/73	30-Dec-85	Abandoned
WEAREVER	YD	Yemen Southern	""		A 2297(2)	20-Jun-70	Abandoned
WEAREVER	BB	Barbados	""		B 96	10-Jun-70	Abandoned
WEAREVER	HK	Hong Kong	""		189 & 190	16-Dec-81	Abandoned
WEAREVER	BN	Brunei Darussalam	""		9799	16-Oct-79	Abandoned
WEAREVER	IQ	Iraq	""		24559	27-May-79	Abandoned
WEAREVER	IE	Ireland, Republic of	2906/79	22-Oct-79	""		Abandoned
WEAREVER	OM	Oman	""		""		Abandoned
WEAREVER	IT	Italy	""		413030	10-Mar-86	Abandoned

Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
WEAREVER	LY	Libya	5825070	26-Dec-78	""		Abandoned
WEAREVER	HT	Haiti	""		489/40	23-Jan-80	Abandoned
WEAREVER	CY	Cyprus	""		B8869	30-Jul-71	Abandoned
WEAREVER	FI	Finland	""		24577	11-Sep-71	Abandoned
WEAREVER	FJ	Fiji	""		12943	09-Nov-79	Abandoned
WEAREVER	SV	El Salvador	""		127 BOOK87	09-Mar-81	Abandoned
WEAREVER	EC	Ecuador	""		2916-87	19-Feb-87	Abandoned
WEAREVER	DO	Dominican Rep.	""		13462	09-Jun-64	Abandoned
WEAREVER	BM	Bermuda	""		9119	16-Jul-79	Abandoned
WEAREVER	DK	Denmark	""		749/67	10-Mar-67	Abandoned
WEAREVER	BX	Benelux	""		352907	18-May-78	Abandoned
WEAREVER	CN	China	""	13-Jun-79	155178	15-Mar-82	Abandoned
WEAREVER	CL	Chile	""		251019	19-Oct-81	Abandoned
WEAREVER	DD	Germany East	""		614863	24-Feb-83	Abandoned
WEAREVER	DE	Germany	""		638376	18-May-53	Abandoned
WEAREVER	GH	Ghana	""		12699	22-Nov-77	Abandoned
WEAREVER	MM	MYANMAR	""		1160	05-Nov-66	Abandoned
WEAREVER	JM	Jamaica	""		10666	04-Oct-70	Abandoned
WEAREVER	BR	Brazil	""		790267373	13-Oct-81	Abandoned
WEAREVER	YU	Yugoslavia	""		26707	10-Nov-82	Abandoned
WEAREVER	DM	Dominica	""		554	20-Jun-70	Abandoned
WEAREVER	NO	Norway	""		71658	31-Mar-87	Abandoned
WEAREVER	PH	Philippines	""		1575-S	15-Jun-68	Abandoned
WEAREVER	PE	Peru	""		10142	08-Sep-77	Abandoned
WEAREVER	VI	Virgin Islands, American	""		4521	25-Feb-70	Abandoned
WEAREVER	JO	Jordan	""		17568	12-Sep-79	Abandoned
WEAREVER	IL	Israel	T/4944	23-Mar-38	4944	03-Feb-39	Abandoned
WEAREVER	PA	Panama	""		21853	15-Nov-77	Abandoned
WEAREVER	PK	Pakistan	""		9727	07-Feb-72	Abandoned
WEAREVER	VC	St. Vincent	""		18/1980	20-Jun-70	Abandoned
WEAREVER	FR	France	""		1590286	03-May-90	Abandoned
WEAREVER	JP	Japan	""		1606422	28-Jul-83	Abandoned
WEAREVER	LS	Lesotho	""		2074	15-Jul-77	Abandoned
WEAREVER	NG	Nigeria	""		15762	24-Feb-78	Abandoned
WEAREVER	LR	Liberia	""		1679/1134	01-Jun-79	Abandoned
WEAREVER	NZ	New Zealand	""		78101	22-Mar-72	Abandoned
WEAREVER	MA	Morocco	""		28557	30-Jun-78	Abandoned
WEAREVER	MS	Montserrat	""		942	19-Oct-78	Abandoned
WEAREVER	MC	Monaco	""		R78.7766	17-Jul-78	Abandoned

Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
PRANG PROFESSIONAL AND DESIGN	US	United States of America	75/200387	14-Nov-96	2243203	04-May-99	Registered
PRANG FUN PRO AND DESIGN	US	United States of America	75/200398	14-Nov-96	2243204	04-May-99	Registered
COLORART	US	United States of America	""		1121853	10-Jul-79	Abandoned
ELECTION	US	United States of America	""		161790	21-Nov-22	Registered
HIGH HEAT	US	United States of America	""		1037447	06-Apr-76	Abandoned
ROLL-A-LONG	US	United States of America	""		1134122	29-Apr-80	Abandoned
WHALE	US	United States of America	""		1134121	29-Apr-80	Abandoned
COLORART	CA	Canada	""		361703	27-Oct-89	Registered
SKETCHO	CA	Canada	290343	17-Jun-65	147692	28-Oct-66	Registered
DIXON AND DESIGN	CA	Canada	627487	15-Mar-89	376737	07-Dec-90	Registered
PHANO	CA	Canada	""		144624	01-Apr-66	Registered
PRANG FUN PRO AND DESIGN	GB	United Kingdom	2132642	12-May-97	2132642	13-Feb-98	Registered
PRANG FUN PRO AND DESIGN	MX	Mexico	294900	14-May-97	559627	29-Sep-97	Registered
PRANG FUN PRO AND DESIGN	CA	Canada	844607	09-May-97	499628	28-Aug-98	Registered
PRANG PROFESSIONAL AND DESIGN	CA	Canada	844606	09-May-97	503756	05-Nov-98	Registered
PRANG PROFESSIONAL AND DESIGN	MX	Mexico	294901	14-May-97	561229	27-Oct-97	Registered
PRANG PROFESSIONAL AND DESIGN	GB	United Kingdom	2132638	12-May-97	2132638	06-Feb-98	Registered
HOTMARX	US	United States of America	75/385638	06-Nov-97	""		Abandoned
HOT PAINTS	US	United States of America	75/385636	06-Nov-97	""		Abandoned
STAMPERASERS	US	United States of America	75/385637	06-Nov-97	""		Abandoned
WEAREVER	AU	Australia	""		A180939		Abandoned
THUMBTHINGS	US	United States of America	75/432078	10-Feb-98	""		Abandoned
CORE-LOCK AND DESIGN	US	United States of America	75/463363	31-Mar-98	2396244	17-Oct-00	Registered
TITANIC	US	United States of America	""		""		Proposed
WHITE STAR LINE	US	United States of America	""		""		Proposed
WEAREVER	LC	St. Lucia	""		521979	09-Oct-79	Abandoned
WEAREVER	EG	Egypt	""		19568		Abandoned
CORE-LOCK	CO	Colombia	98/056676	29-Sep-98	243105	19-Jun-01	Registered

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Trademark	Country	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status
CORE-LOCK	BR	Brazil	821108654	30-Sep-98	""		Pending
CORE-LOCK	AR	Argentina	2178236	29-Sep-98	1767055	14-Dec-99	Registered
CORE-LOCK	CA	Canada	891675	28-Sep-98	552182	09-Oct-01	Registered
CORE-LOCK	MX	Mexico	348867	30-Sep-98	""		Pending
CORE-LOCK	GB	United Kingdom	2178143	24-Sep-98	2178143	23-Apr-99	Registered
CORE-LOCK	AU	Australia	774018	23-Sep-98	774018	19-Feb-99	Registered
CORE-LOCK	CR	Costa Rica	120375	23-Sep-98	114717	05-Jul-99	Registered
AMERICAN	US	United States of America	76/020503	07-Apr-00	""		Abandoned
HOLDIT	CA	Canada	311504	05-Mar-68	169727	19-Jun-70	Registered
PINK-N-INK	CA	Canada	311507	05-Mar-68	173528	24-Dec-70	Registered
WONDER WANDS	US	United States of America	76/234337	03-Apr-01	""		Allowed
EXECUTIVE	US	United States of America	76/234338	03-Apr-01	""		Allowed
EXECUTIVE	CA	Canada	1100621	23-Apr-01	""		Pending
LIQUARITE	US	United States of America	76/244596	23-Apr-01	""		Pending
SINGLEX	CA	Canada	""		""		Abandoned
RUBY	CA	Canada	""		""		Abandoned
ECONOMISER	CA	Canada	1100551	23-Apr-01	""		Pending
GET YOUR PRANG ...	US	United States of America	76/257717	15-May-01	""		Published
XOXO	US	United States of America	""		""		Proposed
DIVAS	US	United States of America	""		""		Proposed
FROSTED FLAKES	US	United States of America	""		""		Proposed
FLUORESCAN	US	United States of America	76/348136	13-Dec-01	""		Published
CARAVELLE	US	United States of America	""		""		Proposed
FLIPIT	US	United States of America	""		""		Proposed
FLIPII	CA	Canada	""		349404		Proposed
AMERICAN GRAPHITE	US	United States of America	""		0063528	6/25/07	Expired
ANADEL	US	United States of America	""		510970	6/14/49	Expired
CARBOND	US	United States of America	""		507043	2/22/49	Registered
DIXABRON	US	United States of America	""		810140	6/21/66	Expired
DIXAGRAF	US	United States of America	""		823393	1/31/67	Expired
DIXALUM	US	United States of America	""		810139	6/21/66	Expired
DIXAMAG	US	United States of America	""		823394	1/31/67	Expired
DIXASIL	US	United States of America	""		857916	10/1/68	Expired
DIXON	US	United States of America	""		0062784	5/28/07	Expired
DIXON	US	United States of America	""		0430835	6/24/47	Expired
DIXON	US	United States of America	""		512222	7/12/49	Expired
DIXON	US	United States of America	""		770701	6/2/64	Expired

Trademark	Country	County Name	Application Number	Filing Date	Registration Number	Registration Date	Status
DIXON	US	United States of America	" "		790,405	6/1/65	Expired
DXN	US	United States of America	" "		769,409	5/12/64	Expired
DXN	US	United States of America	" "		769544	5/12/64	Expired
DXN	US	United States of America	" "		771035	6/9/64	Expired
ETERNO	US	United States of America	" "		436369	2/3/48	Expired
FLAMINGO	US	United States of America	" "		511391	6/21/49	Expired
INLINE	US	United States of America			510972	6/14/49	Expired
INTENSO	US	United States of America			511245	6/21/49	Expired
INVERTED ANGLES DESIGN	US	United States of America			769545	5/12/64	Expired
INVERTED ANGLES DESIGN	US	United States of America			778064	10/16/64	Expired
INVERTED ANGLES	US	United States of America			792087	7/6/65	Expired
METEOR	US	United States of America			412846	3/27/45	Expired
MODERN WRITING	US	United States of America			511392	6/21/49	Expired
NEW CASTLE	US	United States of America			865332	2/25/69	Expired
OPERATORS	US	United States of America			511394	6/21/49	Expired
ORDER BOOK	US	United States of America			511393	6/21/49	Expired
PAPEREX	US	United States of America			191425	11/11/24	Expired
POPPY	US	United States of America			511396	6/21/49	Expired
SERGEANT	US	United States of America			511397	6/21/49	Expired
SILICA GRAPHITE	US	United States of America			0062783	5/28/07	Expired
SPECIAL BLACK	US	United States of America			512498	7/19/49	Expired
THIN-EX	US	United States of America			211425	4/13/26	Expired
TICONDEROGA	US	United States of America			059029	1/1/07	Expired
VISPOINT	US	United States of America			899662	9/29/70	Expired
WONDER	US	United States of America			512499	7/19/49	Expired
BLENDWELL	US	United States of America			814037	8/30/66	Expired
COLORART	US	United States of America			272132	7/1/30	Expired
EAZYMARK	US	United States of America			805222	3/8/66	Expired
ELSON	US	United States of America			515071	9/13/49	Expired
GILT EDGE	US	United States of America			052898	5/22/06	Expired
LAKE SHORE	US	United States of America			265892	1/7/30	Expired
MICRO-FINE	US	United States of America			170248	7/10/23	Expired
OLD FAITHFUL	US	United States of America			804466	3/1/66	Expired
PERMEX	US	United States of America			219746	10/26/26	Expired
PERMISSET	US	United States of America			835805	12/24/46	Expired
PRISMEX	US	United States of America			416993	10/9/45	Expired
PURPLE TURTLE	US	United States of America			775844	8/25/64	Expired

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Trademark	Country	Examiner's Name	Application Number	Filing Date	Registration Number	Registration Date	Status
RUTEX	US	United States of America			231271	8/16/27	Expired
RUTEX	US	United States of America			846714	3/26/68	Expired
TINYMITES	US	United States of America			226290	4/5/27	Expired
MOTIF	US	United States of America			215386	7/20/26	Expired
W IN SEAL DESIGN	US	United States of America			215387	2/1/26	Expired
GLIDE GRIP	US	United States of America			775376	8/18/64	Expired

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EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that DIXON TICONDEROGA COMPANY ("Debtor"), having an office at 195 International Parkway, Heathrow, Florida 32746 hereby appoints and constitutes, severally, FOOTHILL CAPITAL CORPORATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October __, 2002

DIXON TICONDEROGA COMPANY

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of October, 2002, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____ of DIXON
TICONDEROGA COMPANY, the corporation described in and which executed the foregoing
instrument; and that he signed his name thereto by order of the Board of Directors of said
corporation.

Notary Public