

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 5 to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chartpak, Inc.		10/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1274315	MACO
Registration Number:	2957299	M MACO
Registration Number:	3160102	PERFECT MATCH
Registration Number:	0564749	
Registration Number:	2505796	ARTPENCIL
Registration Number:	2747748	PROPERTY GRAPHICS
Registration Number:	2856229	KOH-I-NOOR
Registration Number:	2684330	PROGRESSO
Registration Number:	2595614	GIOCONDA
Registration Number:	3159431	KOH-I-NOOR HARDTMUTH PENCILS SINCE 1790
Registration Number:	1614605	FRANCES MEYER
Registration Number:	1564392	FRANCES MEYER INC.
Registration Number:	2116841	MY HANDS
Registration Number:	2183976	THE SCRAPBOOK LEADER

OP \$565.00 1274315

Registration Number:	2432484	MEMORIES TO KEEP!
Registration Number:	2456726	PANORAMIC PAGE PROTECTORS
Registration Number:	0243871	GAINSBOROUGH
Serial Number:	76061572	SKETCHINGSYSTEM
Serial Number:	77025578	SYMPHONIC
Serial Number:	77033139	DEGAS
Serial Number:	77033166	RENOIR
Serial Number:	77093309	FIND YOUR ART

CORRESPONDENCE DATA

Fax Number: (917)368-7136

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-905-3662

Email: mfarinas@oshr.com

Correspondent Name: Mercedes Farinas

Address Line 1: 230 Park Avenue

Address Line 2: Otterbourg, Steindler, Houston, & Rosen

Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Mercedes Farinas
Signature:	/Mercedes Farinas/
Date:	11/16/2007

Total Attachments: 8

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AMENDMENT NO. 5 TO
SECURITY AGREEMENT (TRADEMARKS)

AMENDMENT NO. 5 TO SECURITY AGREEMENT (TRADEMARKS) made as of this 31 day of October, 2007, between CHARTPAK, INC., a Delaware corporation ("Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger to Congress Financial Corporation, a national banking association ("Secured Party").

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party entered into the Security Agreement (Trademarks), dated as of January 23, 1996, as amended by Amendment to Security Agreement (Trademarks), dated as of May 28, 1996, Amendment No. 2 to Security Agreement (Trademarks) dated September 2, 1999, Amendment No. 3 to Security Agreement dated as of June 19, 2006, and Amendment No. 4 to Security Agreement dated as of September 15, 2006 (the "Trademark Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Secured Party, Debtor and certain affiliated companies are contemporaneously herewith entering into an Amendment and Consent to Loan and Security Agreement (the "Amendment to Loan and Security Agreement"), pursuant to which, among other things, Secured Party consented to the acquisition by Debtor, pursuant to the terms of an Asset Purchase Agreement dated as of August 16, 2007, of certain assets of ACCO Brands Corporation and ACCO Brands USA LLC (collectively, "Seller"), including, but not limited to, certain of Seller's trademarks and trademark licenses (the "Acquired Trademarks"); and

WHEREAS, in order to induce Secured Party to enter into the Amendment to Loan and Security Agreement and to further evidence Secured Party's security interest in the Acquired Trademarks, as well as certain other trademarks owned by Debtor, Debtor has agreed to enter into this Amendment.

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 agree as follows:

I. Amendment to Exhibit.

(a) Exhibit 1 attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing the Debtor's prior grants of security interests in and Liens upon the Trademarks and other Collateral described in the

Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, the Debtor hereby grants to Secured Party, a security interest in and Lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

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

CHARTPAK, INC.

By: Steven W. Roth

Title: President

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____

Title: _____

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

CHARTPAK, INC.

By: _____

Title: _____

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: Randy Zwick

Title: Director

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

On this 15 day of October, 2007, before me personally came Steven Kite, to me known, who being duly sworn, did depose and say, that he is the President of CHARTPAK, INC., 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.

Rita E. Blank

Notary Public

RITA E. BLANK
Notary Public, State of New York
No. 01BL6123698
Qualified in Suffolk County
Commission Expires March 31, 2009

STATE OF)
) ss.:
COUNTY OF)

On this ___ day of October, 2007, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of WACHOVIA BANK, NATIONAL ASSOCIATION., the national banking association described in and which executed the foregoing instrument.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this ___ day of October, 2007, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of CHARTPAK, INC., 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

STATE OF *New York*)
) ss.:
COUNTY OF *New York*)

On this *30th* day of October, 2007, before me personally came *Mark Brecht* to me known, who being duly sworn, did depose and say, that he is the *Director* of WACHOVIA BANK, NATIONAL ASSOCIATION., the national banking association described in and which executed the foregoing instrument.

Anita DeJesus

Notary Public

ANITA DeJESUS
Notary Public - State of New York
No. 01DE6173828
Qualified in Suffolk County
My Commission Expires September 4, 2011

Amendment No. 5 to
Trademark Agreement

TRADEMARK
REEL: 003663 FRAME: 0605

EXHIBIT A
TO
AMENDMENT NO. 5 TO SECURITY AGREEMENT (TRADEMARKS)

Trademark Registrations in the United States

Mark	Registration No.	Registration Date
MACO	1274315	04/17/1984
MACO	2957299	05/31/2005
PERFECT MATCH	3160102	10/17/2006
RAPIDOMATIC	564749	07/16/2002
ARTPENCIL	2505796	11/13/2001
PROPERTY GRAPHICS	2747748	08/05/2003
KOH-I-NOOR	2856229	06/22/2004
PROGRESSO	2684330	02/04/2003
GIOCONDA	2595614	07/16/2002
KOH-I-NOOR HARDTMUH PENCILS SINCE 1979 & DESIGN	3159431	10/17/2006
FRANCES MEYER	1614605	09/25/1990
FRANCES MEYER INC. & DESIGN	1564392	11/07/1989
MY HANDS	2116841	11/25/1997
THE SCRAPBOOK LEADER	2183976	08/25/1998
MEMORIES TO KEEP! & DESIGN	2432484	03/06/2001
PANORAMIC PAGE PROTECTORS	2456726	06/05/2001
GAINSBOROUGH	243871	07/03/1928

Pending Trademark Applications in the United States

Mark	Serial No.	Filing Date
SKETCHINGSYSTEM	76061572	06/02/2000
SYMPHONIC	77025578	10/20/2006
DEGAS	77033139	10/31/2006
RENOIR	77033166	10/31/2006
FIND YOUR ART	77093309	01/29/2007

Inactive Trademarks in the United States

Mark	Application/ Registration number	Application/ Registration date
LASER SINGLES	1747779	01/19/1993

Forgein Trademark Registrations

Mark	Registration Number	Application Number
Canada		
MACO AND M DESIGN (NEW DESIGN)	664799	1213172
PERFECT MATCH	ALLOWED	1225443
Mexico		
M MACO (DESIGN)	665040	415512
M MACO (DESIGN)	616617	337008
MACO		450827

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