

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Binding Corporation		09/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street, NYC60-0208		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005-2858		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1551952	SIGNIA	
Registration Number:	1160681	VELOBIND	
Registration Number:	0915898	VELOBIND	
Registration Number:	0974957	VELOBINDER	
CORRESPONDENCE DATA			
Fax Number:	(414)277-0656		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	414-271-6560		
Email:	jltreml@michaelbest.com		
Correspondent Name:	Ariana G. Voigt		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	10371-9000 US00		

CH \$115.00 1551952

900146567

TRADEMARK
REEL: 004088 FRAME: 0331

NAME OF SUBMITTER:	Jaime L. Trembl
Signature:	/jaime l. trembl/
Date:	10/30/2009
<p>Total Attachments: 21</p> <p>source=A3561870#page1.tif</p> <p>source=A3561870#page2.tif</p> <p>source=A3561870#page3.tif</p> <p>source=A3561870#page4.tif</p> <p>source=A3561870#page5.tif</p> <p>source=A3561870#page6.tif</p> <p>source=A3561870#page7.tif</p> <p>source=A3561870#page8.tif</p> <p>source=A3561870#page9.tif</p> <p>source=A3561870#page10.tif</p> <p>source=A3561870#page11.tif</p> <p>source=A3561870#page12.tif</p> <p>source=A3561870#page13.tif</p> <p>source=A3561870#page14.tif</p> <p>source=A3561870#page15.tif</p> <p>source=A3561870#page16.tif</p> <p>source=A3561870#page17.tif</p> <p>source=A3561870#page18.tif</p> <p>source=A3561870#page19.tif</p> <p>source=A3561870#page20.tif</p> <p>source=A3561870#page21.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 30 2009, (the "Trademark Security Agreement"), made by each of the undersigned assignors (individually, an "Assignor", and, collectively, the "Assignors") in favor of Deutsche Bank AG New York Branch, as Collateral Agent for the benefit of the Secured Parties (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignors are party to that certain U.S. Security Agreement of even date herewith (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") in favor of the Assignee pursuant to which the Assignors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to each Assignor, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby makes covenants and agrees with the Assignee for the benefit of the Secured Parties as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Trademark Security Agreement, the term "Marks" shall mean (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, trade dress, slogans, logos, other source or business identifiers, designs and general intangibles of a like nature, and with respect to any and all of the foregoing: (i) all registrations and applications for any of the foregoing, (ii) all extensions or renewals of any of the foregoing, (iii) all common-law rights related thereto, (iv) all corresponding rights thereto throughout the world, (v) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (vi) the right to sue for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and (vii) all Proceeds of the foregoing, including licenses, royalties, income, fees, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2. Grant of Security Interest in Mark Collateral. As security for the prompt and complete payment and performance when due of all of its Secured Obligations, each Assignor does hereby pledge and grant to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Assignor in, to and under all of the following personal and fixture property (and all rights therein) of such Assignor, or in which or to which such Assignor has any rights, in each case now existing or hereafter from time to time acquired (collectively, the "Pledged Trademark Collateral"):

(a) all Marks of such Assignor, including, without limitation, the registered and applied-for Marks of such Assignor listed on Schedule I attached hereto; and

(b) to the extent not included in clause (a), all Proceeds and products of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Mark application filed in the United States Patent and Trademark Office on the basis of the Assignor's intent to use such Mark prior to the filing of a statement of use or amendment to allege use of such Mark, if the grant of the security interest therein as contemplated by the Security Agreement would result in the unenforceability or invalidity of such Mark application or the registration that issues therefrom; provided, that to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Mark to the United States Patent and Trademark Office, such Mark application shall automatically be included in the Collateral, without further action on any party's part, and other Excluded Assets.

SECTION 3. Security Agreement. The lien and security interest granted to the Assignee, pursuant to this Trademark Security Agreement, is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the lien and security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, which are subject to the terms of and provisions of the Intercreditor Agreement as described therein. In the event of any conflict between the terms of the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 4. Recordation. Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. After the occurrence of the Discharge of Secured Obligations, this Trademark Security Agreement shall terminate and the Collateral Agent, at the request and expense of the respective Assignor, will (without recourse and without any representation or warranty) promptly execute and deliver to such Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to such Assignor (without recourse and without any representation or warranty) such of the Pledged Trademark Collateral as may be in the possession of the Collateral Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Assignee, pursuant to this Trademark Security Agreement are subject to the provisions of the Intercreditor Agreement. In

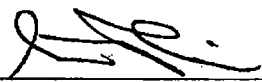
the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 8. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Assignors and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement, or of any amendment or waiver of any provision of this Trademark Security Agreement, by telecopier or in "pdf" or similar format by electronic mail, shall be effective as delivery of an original executed counterpart thereof.


[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.


ACCO BRANDS CORPORATION, as an Assignor

By: 
Name: Steven Rubin
Title: Senior Vice President, Secretary and General Counsel


ACCO BRANDS USA LLC, as an Assignor

By: 
Name: Steven Rubin
Title: Vice President and Secretary

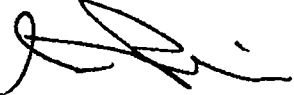
DAY-TIMERS INC., as an Assignor

By: 
Name: Steven Rubin
Title: Secretary


GENERAL BINDING CORPORATION, as an Assignor

By: 
Name: Steven Rubin
Title: Vice President and Secretary

ACCO INTERNATIONAL HOLDINGS, INC., as an Assignor


By: 
Name: Steven Rubin
Title: Vice President and Secretary

GBC INTERNATIONAL, INC., as an
Assignor

By: 


Name: Steven Rubin
Title: Vice President and Secretary

ACCO BRANDS INTERNATIONAL, INC.,
as an Assignor

By: 

Name: Steven Rubin
Title: VP and Secretary

ACCO EUROPE FINANCE HOLDINGS,
LLC, as an Assignor

By: 


Name: Steven Rubin
Title: Vice President and Secretary

ACCO EUROPE INTERNATIONAL
HOLDINGS LLC, as an Assignor

By: 

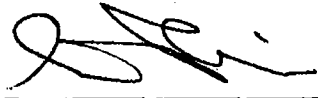
Name: Steven Rubin
Title: Vice President and Secretary

BOONE INTERNATIONAL, INC., as an
Assignor

By: 

Name: Steven Rubin
Title: Vice President and Secretary


POLYBLEND CORPORATION, as an
Assignor

By: _____

Name: Steven Rubin

Title: Vice President and Secretary

SWINGLINE, INC., as an Assignor

By: _____

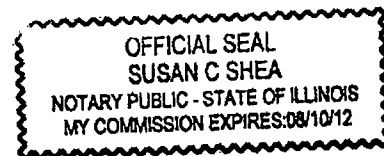
Name: Steven Rubin

Title: Vice President and Secretary

STATE OF ILLINOIS)
) ss.:
COUNTY OF LAKE)

On this 30 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Senior Vice President, Secretary and General Counsel of ACCO Brands Corporation (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.

Susan C. Shea
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004088 FRAME: 0339

STATE OF ILLINOIS)
) ss.:
COUNTY OF LAKE)

On this 30 day of September, 2009 before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of ACCO Brands USA LLC (the "Company"), that he is authorized to execute the foregoing Grant on behalf of said Company and that he did so by authority of the Board of Directors of said Company.

Susan C. Shea
Notary Public

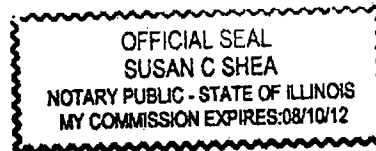


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF ILLINOIS)
) ss.:
COUNTY OF LAKE)

On this 30 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Secretary of Day-Timers Inc. (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.

Susan C. Shea
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004088 FRAME: 0341

STATE OF ILLINOIS

)

) ss.:

COUNTY OF LAKE

)

On this 20 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of General Binding Corporation. (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.

Susan C. Shea
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004088 FRAME: 0342

STATE OF ILLINOIS)
) ss.:
COUNTY OF LAKE)

On this 30 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of ACCO International Holdings, Inc. (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.

Susan C. Shea
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004088 FRAME: 0343

STATE OF ILLINOIS

)

) ss.:

COUNTY OF LAKE

)

On this 20 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of GBC International, Inc. (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.

Susan C. Shea
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004088 FRAME: 0344

STATE OF ILLINOIS

)

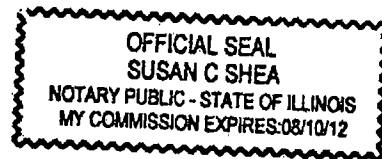
) ss.:

COUNTY OF LAKE

)

On this 30 day of September, 2009 before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Secretary of ACCO Brands International, Inc. (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.

Susan C. Shea
Notary Public




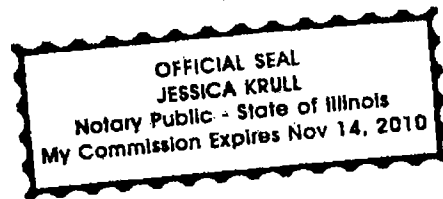
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF ILLINOIS
COUNTY OF LAKE

)
) ss.:
)

On this 30 day of September, 2009 before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of ACCO Europe International Holdings LLC (the "Company"), that he is authorized to execute the foregoing Grant on behalf of said Company and that he did so by authority of the Board of Directors of said Company.


Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF ILLINOIS
COUNTY OF LAKE

)
) ss.:
)

On this 30 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of ACCO Europe Finance Holdings, LLC. (the "Company"), that he is authorized to execute the foregoing Grant on behalf of said Company and that he did so by authority of the Board of Directors of said Company.

Jessica Krull
Notary Public



STATE OF ILLINOIS

)

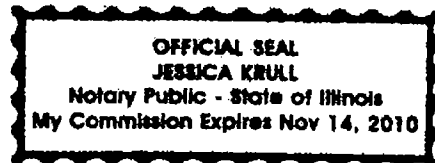
) ss.:

COUNTY OF LAKE

)

On this 30 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of Boone International, Inc. (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.


Notary Public



[SIGNATURE PAGE TO . TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004088 FRAME: 0348

STATE OF ILLINOIS

)

) ss.:

COUNTY OF LAKE

)

On this 30 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of Polyblend Corporation (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.


Notary Public



[SIGNATURE PAGE TO : TRADEMARK SECURITY AGREEMENT]

STATE OF ILLINOIS

)

) ss.:

COUNTY OF LAKE

)

On this 20 day of September, 2009, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of Swingline, Inc. (the "Corporation"), that he is authorized to execute the foregoing Grant on behalf of said Corporation and that he did so by authority of the Board of Directors of said Corporation.


Notary Public




[SIGNATURE PAGE TO : TRADEMARK SECURITY AGREEMENT]

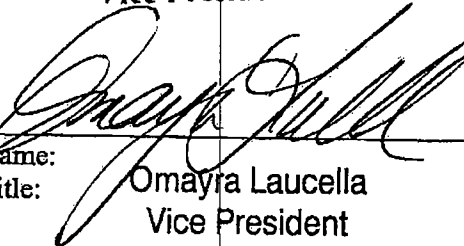
TRADEMARK
REEL: 004088 FRAME: 0350

Accepted and Agreed to:

DEUTSCHE BANK AG NEW YORK BRANCH,

as Assignee and Collateral Agent

By: 
Name: **Enrique Landaeta**
Title: **Vice President**

By: 
Name: **Omayra Laucella**
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

On this 30 day of September, 2009, before me personally came Enrique Landaeche
Ormayra Landaeche who, being by me duly sworn, did state as follows: that [s]he is
Vice Presidents of Deutsche Bank AG New York Branch, that [s]he is authorized to
execute the foregoing Grant on behalf of said _____ and that [s]he did so by authority of
the Board of Directors of said _____.

Notary Public

Maureen E. Thomas
MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/20 11

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule 2.1(b)

Trademarks

Owner	Mark	Reg. No.	Reg. Date	App. No	Filing Date
Crawford Industries, LLC (assignment to General Binding not recorded)	POLYBLEND	1182030	15 Dec 1981	73/178691	21 Apr 1978
Quartet Manufacturing Co.	SIGNIA	1551952	15 Aug 1989	73/708353	29 Jan 1988
VeloBind Inc.	VELOBIND	1160681	14 Jul 1981	73/243252	17 Dec 1979
VeloBind Inc.	VELO-BIND	915898	06 Jul 1971	72/363217	22 Jun 1970
VeloBind Inc.	VELOBINDER	974957	18 Dec 1973	72/426120	01 Jun 1972