

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCO Brands Corporation		02/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	209 South LaSalle Street, Ste 300		
Internal Address:	Attn: Corporate Trust Services		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77887385	WORK STYLE	
Serial Number:	77887376	WORKSTYLE	
Serial Number:	77865019	SWINGLINE	
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:	mkeipdocket@michaelbest.com		
Correspondent Name:	Ariana G. Voigt		
Address Line 1:	100 East Wisconsin Avenue, Ste 3300		
Address Line 2:	Michael Best & Friedrich, LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	010371-9165		
NAME OF SUBMITTER:	Ariana G. Voigt		

OP \$90.00 77887385

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TRADEMARK
REEL: 004225 FRAME: 0720

Signature:	/Ariana G. Voigt/
Date:	06/16/2010
Total Attachments: 7 source=A3955521#page1.tif source=A3955521#page2.tif source=A3955521#page3.tif source=A3955521#page4.tif source=A3955521#page5.tif source=A3955521#page6.tif source=A3955521#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 24, 2010, (the "Trademark Security Agreement"), made by each of the undersigned assignors (individually, an "Assignor", and, collectively, the "Assignors") in favor of U.S. Bank National Association, as Collateral Trustee for the benefit of the Secured Parties (in such capacity, the "Assignee" or the "Collateral Trustee").

WITNESSETH:

WHEREAS, the Assignors are party to that certain 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 Debt 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 Priority Lien Obligations and the discharge of the other Secured Debt Obligations, this Trademark Security Agreement shall terminate and the Collateral Trustee, 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 Trustee 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, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE OR PERMIT THE LAWS OF ANY OTHER JURISDICTION TO APPLY.

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, General Counsel and Secretary

Accepted and Agreed to:

U.S. BANK NATIONAL ASSOCIATION,

as Assignee and Collateral Trustee

By: 

Name: JAMIE SWANSON

Title:

Vice President

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

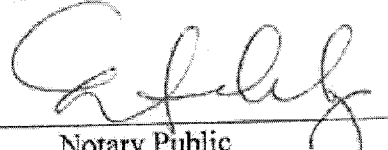
On this 25 day of February, 2010, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Senior Vice President, General Counsel and Secretary of ACCO Brands Corporation, that he is authorized to execute the foregoing Grant on behalf of said ACCO Brands Corporation and that he did so by authority of the Board of Directors of said ACCO Brands Corporation.

Susan C. Shea
Notary Public



STATE OF IL)
COUNTY OF COOK) ss:

On this 9th day of MARCH, 2010, before me personally came Diane
SIRANSON who, being by me duly sworn, did state as follows: that [s]he is
VICE PRESIDENT of U.S. Bank National Association 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



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Filing	Filing Number	Country	Trademark	Classes	Current Status
07 Dec 2009	77/887385	US	Work Style	16	Filing
Name: ACCO Brands Corporation					
07 Dec 2009	77/887376	US	WorkStyle	16	Filing
Name: ACCO Brands Corporation					
04 Nov 2009	77/865019	US	SWINGLINE	16	Filing
Name: ACCO Brands Corporation					