

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCO Brands Corporation		05/05/2011	CORPORATION: DELAWARE
Day-Timers, Inc.		05/05/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	209 S. LaSalle Street, Suite 300
Internal Address:	Attn: Corporate Trust Services
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85228497	
Serial Number:	85228503	
Serial Number:	85228507	
Serial Number:	85263631	T-BAR
Serial Number:	85273462	MOVERS & SHAKERS
Serial Number:	85276526	HOMELIFE
Serial Number:	85278184	SMART SAFE SIMPLE
Registration Number:	3914501	PRO FIT

CORRESPONDENCE DATA

Fax Number: (414)277-0656
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-271-6560
 Email: jltreml@michaelbest.com

900198598

TRADEMARK
REEL: 004595 FRAME: 0705

OP \$215.00 85228497

Correspondent Name: Ariana G. Voigt
Address Line 1: 100 East Wisconsin Avenue, Suite 3300
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 010371-9000 US00

NAME OF SUBMITTER: Jaime L. Trembl

Signature: /jaime l. trembl/

Date: 08/02/2011

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2011, (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 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

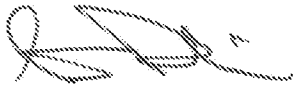
the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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.

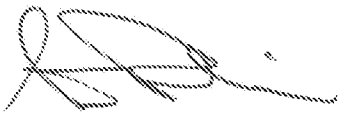
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

ACCO BRANDS CORPORATION, as an Assignor

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


DAY-TIMERS, INC., as an Assignor

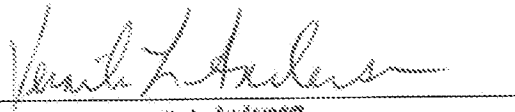
By: 
Name: Steven Rubin
Title: Secretary

Accepted and Agreed to:

U.S. BANK NATIONAL ASSOCIATION,

as Assignee and Collateral Trustee

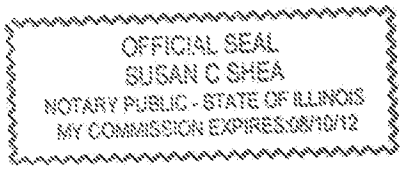
By: 
Name: Margaret Drelicharz
Title: Vice President

By: 
Name: Vernia L. Anderson
Title: Assistant Vice President

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

On this 6 day of MAY, 2011, 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.

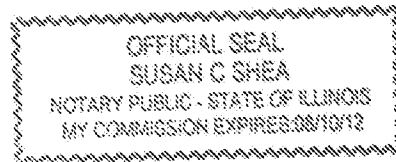
Susan C. Shea
Notary Public



STATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

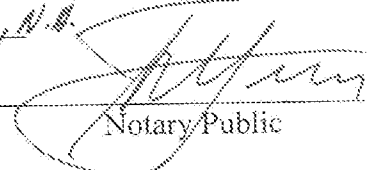
On this 6 day of MAY, 2011, before me personally came Steven Rubin who, being by me duly sworn, did state as follows: that he is Secretary of DAY-TIMERS, INC., that he is authorized to execute the foregoing Grant on behalf of said DAY-TIMERS, INC. and that he did so by authority of the Board of Directors of said DAY-TIMERS, INC.

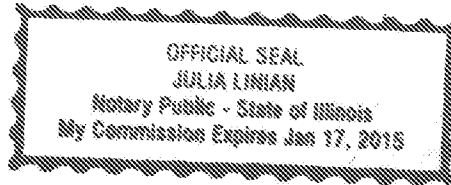
Susan C. Shea
Notary Public



STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On this 6 day of MAY, 2011, before me personally came MARGARET DRELICHARZ who, being by me duly sworn, did state as follows: that [s]he is VICE PRESIDENT of U.S. BANK, N.A., that [s]he is authorized to execute the foregoing Grant on behalf of said U.S. BANK, N.A. and that [s]he did so by authority of the Board of Directors of said U.S. BANK, N.A.


Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

28 Jan 2011	85/228497	US	Configuration of a Computer Lock and Key	09	Filing	ACCO Brands Corporation
28 Jan 2011	85/228503	US	Configuration of a Key	09	Filing	ACCO Brands Corporation
28 Jan 2011	85/228507	US	Configuration of a Lock	09	Filing	ACCO Brands Corporation
10 Mar 2011	85/263631	US	T-BAR	09	Filing	ACCO Brands Corporation
22 Mar 2011	85/273462	US	MOVERS & SHAKERS	09	Filing	Day-Timers, Inc.
25 Mar 2011	85/276526	US	HOMELIFE	09	Filing	Day-Timers, Inc.
28 Mar 2011	85/278184	US	Smart Safe Simple	06 09 16	Filing	ACCO Brands Corporation

01 Feb 2011	3914501	US	Pro Fit	09	Registration	ACCO Brands Corporation
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