

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
ACCO BRANDS CORPORATION		08/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	745 7TH AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85624879	SWINGLINE
Serial Number:	85645947	FLEXTOUCH
Serial Number:	85684300	UPPER CLASS
Serial Number:	85685299	UPPER CLASS
Registration Number:	4142424	BABY ZOOSTERS
Registration Number:	4146751	PLAN ORGANIZE LIVE
Registration Number:	4154183	TROPICAL GETAWAY
Registration Number:	4171812	LOOK FORWARD
Registration Number:	4158240	QUARTET KAPTURE

CORRESPONDENCE DATA

Fax Number: 4142770656
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 414-271-6560
 Email: jltreml@michaelbest.com

OP \$240.00 85624879

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: Ariana G. Voigt

Signature: /ariana g. voigt/

Date: 11/20/2012

Total Attachments: 5
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ANNEX A to
U.S. SECURITY AGREEMENT

FORM OF TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2012, (the "Trademark Security Agreement"), made by each of the undersigned assignors (individually, an "Assignor", and, collectively, the "Assignors") in favor of Barclays Bank PLC, as Administrative 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 dated as of August 1, 2012 (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 rights corresponding 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 license fees, royalties, income, 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 (collectively, the "Pledged Trademark Collateral"):

- (a) all Marks of such Assignor, including 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 "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; *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. 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 Obligations, this Trademark Security Agreement shall terminate and the Administrative 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 Administrative Agent and as has not theretofore been sold or otherwise applied or released pursuant to the Security 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 PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.


SECTION 7. *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 shall constitute an original, but all of which when taken together shall constitute a single contract. The Credit Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Trademark Security Agreement shall become effective when it shall have been executed by the Assignee and when the Assignee shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. 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 facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of 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:


Donald W. Walk

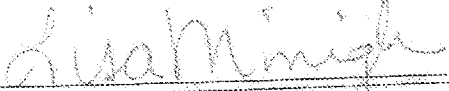
Vice President and Chief Intellectual Property Counsel

Accepted and Agreed to:

BARCLAYS BANK PLC, as Assignee and Administrative Agent

By:

Title:


Lisa Minigh
Assistant Vice President

Schedule I

Filed Trademarks

Filing	Filing Number	Country	Trademark	Classes	Current Status
14 May 2012	85624879	US	SWINGLINE	16	Filing
Name: ACCO Brands Corporation					
07 Jun 2012	85645947	US	FLEXTOUCH	16	Filing
Name: Mead Products LLC					
23 Jul 2012	85684300	US	UPPER CLASS	16	Filing
Name: Mead Products LLC					
24 Jul 2012	85685299	US	UPPER CLASS AND DESIGN II	16	Filing
Name: Mead Products LLC					

Registered Trademarks

Registration	Registration Number	Country	Trademark	Classes	Current Status
15 May 2012	4142424	US	BABY ZOOSTERS	16	Registration
Name: Mead Products LLC					
22 May 2012	4146751	US	PLAN ORGANIZE LIVE AND DESIGN	16	Registration

	Name: Mead Products LLC				
05 Jun 2012	4154183	US	TROPICAL GETAWAY	16	Registration
	Name: Mead Products LLC				
12 Jun 2012	4158240	US	Quartet Kapture	09;16	Registration
	Name: General Binding Corporation				
10 Jul 2012	4171812	US	LOOK FORWARD	16	Registration
	Name: Mead Products LLC				