

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
National Pen Co. LLC		11/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
Atlas Pen & Pencil Corporation		11/20/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	3457795	ALLURE
Registration Number:	3649327	ATLAS PEN & PENCIL CORP.
Registration Number:	3126182	A ATLAS PEN & PENCIL CORP.
Registration Number:	3671483	ATLASPEN.COM
Registration Number:	3675005	ATLASSCHOOLSTORE.COM
Registration Number:	3461370	BIG EZ
Registration Number:	2708461	BUSINESS BOOSTERS
Registration Number:	2781964	BUSINESS BOOSTERS
Registration Number:	3671485	COLORAMA
Registration Number:	3530107	COLORSTICK
Registration Number:	3457793	ECONOBALL
Registration Number:	3461434	ECONOGRIP

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Registration Number:	3457792	ECONORAMA
Registration Number:	2593710	FOR TEACHERS ONLY
Registration Number:	3641800	FORTEACHERSONLY.COM
Registration Number:	1498610	GALLERY PEN
Registration Number:	4217319	GOLDSTAR
Registration Number:	3457794	HEADLINER
Registration Number:	3965244	
Registration Number:	3471089	MEGA GRIP
Registration Number:	3162315	
Registration Number:	3461432	MY FAVORITE PEN
Registration Number:	3970614	N
Registration Number:	3970629	N NATIONALDESIGN
Registration Number:	1198636	NATIONAL PEN
Registration Number:	3965166	NATIONAL PEN
Registration Number:	1233504	NATIONAL PEN
Registration Number:	3471090	RIO
Registration Number:	3457798	ROLLERSTIC
Registration Number:	1508081	SOFT-RITE
Registration Number:	3457796	SPECTRUM
Registration Number:	3618279	SQUIGGLE
Serial Number:	85540716	THE FULL COLOR GRAPHICS COMPANY
Registration Number:	1478668	WRITE DESIGN
Registration Number:	3918125	YOUR IMAGE IS OUR BUSINESS

CORRESPONDENCE DATA

Fax Number: 3128637827
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-3927
Email: vandy.fitzpatrick@goldbergkohn.com
Correspondent Name: Vandy F. Fitzpatrick, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.267
NAME OF SUBMITTER:	Vandy F. Fitzpatrick

Signature:

/vandy f. fitzpatrick/

Date:

11/20/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2012, by NATIONAL PEN CO. LLC, a Delaware limited liability company ("National Pen"), and Atlas Pen & Pencil Corporation, a Florida corporation ("Atlas" and, collectively with National Pen, the "Grantors" and each a "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among National Pen, and National Pen Sub-Holdings, LLC, a Delaware limited liability company (a "Borrower"; and, together with National Pen, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would

impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

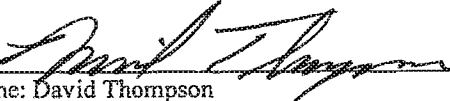
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

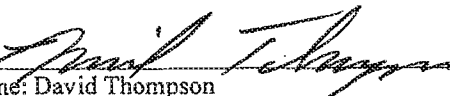
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL PEN CO. LLC, a Delaware limited liability company

By: 
Name: David Thompson
Title: President and Chief Executive Officer

ATLAS PEN & PENCIL CORPORATION, a Florida corporation

By: 
Name: David Thompson
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Brian Moncrief
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Status	Country	Registration Number	Application Date	Registration Date	Grantor
ALLURE	Registered	US Federal	3457795	11/6/2007	7/1/2008	National Pen Co. LLC
ATLAS PEN & PENCIL CORP.	Registered	US Federal	3649327	11/2/2007	7/7/2009	Atlas Pen & Pencil Corporation
ATLAS PEN & PENCIL CORP. (& Design)	Registered	US Federal	3126182	6/7/2005	8/8/2006	Atlas Pen & Pencil Corporation
ATLASPEN.COM	Registered	US Federal	3671483	11/2/2007	8/25/2009	Atlas Pen & Pencil Corporation
ATLASSCHOOLSTORE.COM	Registered	US Federal	3675005	11/2/2007	9/1/2009	Atlas Pen & Pencil Corporation
BIG EZ	Registered	US Federal	3461370	11/2/2007	7/8/2008	National Pen Co. LLC
BUSINESS BOOSTERS	Registered	US Federal	2708461	2/5/2001	4/22/2003	Atlas Pen & Pencil Co.
BUSINESS BOOSTERS	Registered	US Federal	2781964	10/18/2002	11/11/2003	Atlas Pen & Pencil Co.
COLORAMA	Registered	US Federal	3671485	11/2/2007	8/25/2009	National Pen Co. LLC
COLORSTICK	Registered	US Federal	3530107	11/2/2007	11/11/2008	National Pen Co. LLC
ECONOBALL	Registered	US Federal	3457793	11/6/2007	7/1/2008	National Pen Co. LLC
ECONOG RIP	Registered	US Federal	3461434	11/6/2007	7/8/2008	National Pen Co. LLC
ECONORAMA	Registered	US Federal	3457792	11/6/2007	7/1/2008	National Pen Co. LLC
FOR TEACHERS ONLY	Registered	US Federal	2593710	6/22/2000	7/16/2002	Atlas Pen & Pencil Co.
FORTEACHERSONLY.COM	Registered	US Federal	3641800	11/2/2007	6/23/2009	Atlas Pen & Pencil Co.
GALLERY PEN	Registered	US Federal	1498610	12/14/1987	8/2/1988	National Pen Co. LLC
GOLDSTAR	Registered	US Federal	4217319	2/13/2012	10/2/2012	National Pen Co. LLC
HEADLINER	Registered	US Federal	3457794	11/6/2007	7/1/2008	National Pen Co. LLC
HEXAGON LOGO	Registered	US Federal	3965244	9/7/2010	5/24/2011	National Pen Co. LLC
MEGA GRIP	Registered	US Federal	3471089	11/6/2007	7/22/2008	National Pen Co. LLC
MISC. DESIGN (HEXAGONAL DESIGN)	Registered	US Federal	3162315	11/8/2005	10/24/2006	National Pen Co. LLC
MY FAVORITE PEN	Registered	US Federal	3461432	11/6/2007	7/8/2008	National Pen Co. LLC
N and Design	Registered	US Federal	3970614	10/12/2010	5/31/2011	National Pen Co. LLC

Mark	Status	Country	Registration Number	Application Date	Registration Date	Grantor
N NATIONAL DESIGN and Design	Registered	US Federal	3970629	10/13/2010	5/31/2011	National Pen Co. LLC
NATIONAL PEN	Registered	US Federal	1198636	11/13/1979	6/22/1982	National Pen Co. LLC
NATIONAL PEN	Registered	US Federal	3965166	8/27/2010	5/24/2011	National Pen Co. LLC
NATIONAL PEN AND DESIGN	Registered	US Federal	1233504	11/13/1979	4/5/1983	National Pen Co. LLC
RIO	Registered	US Federal	3471090	11/6/2007	7/22/2008	National Pen Co. LLC
ROLLERSTIC	Registered	US Federal	3457798	11/6/2007	7/1/2008	National Pen Co. LLC
SOFT-RITE	Registered	US Federal	1508081	6/26/1987	10/11/1988	National Pen Co. LLC
SPECTRUM	Registered	US Federal	3457796	11/6/2007	7/1/2008	National Pen Co. LLC
SQUIGGLE	Registered	US Federal	3618279	2/29/2008	5/12/2009	National Pen Co. LLC
THE FULL COLOR GRAPHICS COMPANY	Pending	US Federal	85540716	2/13/2012		National Pen Co. LLC
WRITE DESIGN	Registered	US Federal	1478668	6/26/1987	3/1/1988	National Pen Co. LLC
YOUR IMAGE IS OUR BUSINESS	Registered	US Federal	3918125	3/25/2010	2/8/2011	National Pen Co. LLC