

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement - First Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bullet Line, LLC		08/09/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Leedsworld, Inc.		08/09/2013	CORPORATION: DELAWARE
Timeplanner Calendars, Inc.		08/09/2013	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	ING Capital, LLC, as Collateral Agent
<b>Street Address:</b>	1325 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	1339159	BIG SHOT
Registration Number:	4067785	BULLET
Registration Number:	1894445	BULLET LINE
Registration Number:	2646275	BULLET LINE
Registration Number:	3586285	BULLET LINE
Registration Number:	1698200	BULLET LINE
Registration Number:	3941174	EARTH PRINT
Registration Number:	0774147	KWIK-KLIK
Registration Number:	2924888	STAPLETTE
Registration Number:	1758246	TWIST-STIK
Registration Number:	1913935	

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Registration Number:	3791166	CHECKMATE
Registration Number:	3408121	CLICK & CREATE
Registration Number:	3686081	ECOSMART
Registration Number:	3686082	ECOSMART RESPONSIBLE GIFTS FOR ENVIRONME
Registration Number:	3686083	ECOSMART RESPONSIBLE GIFTS FOR ENVIRONME
Registration Number:	3774533	GUSTO! BIG IDEAS FOR SMALL BUDGETS
Registration Number:	2386710	LEED'S
Registration Number:	3294056	LEED'S
Registration Number:	3366380	MAKE IT YOURS
Registration Number:	3917586	METROPOLITAN
Registration Number:	3382890	NEOTEC
Registration Number:	2161486	SURESHIP
Registration Number:	2957228	WORLDSOURCE
Registration Number:	3632719	WORLDSOURCE MEMORY XPRESS
Registration Number:	3686071	
Registration Number:	3071809	
Registration Number:	2483929	JOURNALBOOKS
Registration Number:	2884458	PENPORT
Registration Number:	1186653	TIMEPLANNER
Serial Number:	85614721	PRICE BUST
Serial Number:	85838442	DISRUPT
Serial Number:	85763044	ELLEVEN
Serial Number:	85766111	ELLEVEN
Serial Number:	85855946	HUNT VALLEY
Serial Number:	85855982	HUNT VALLEY
Serial Number:	85763018	ZOOM
Serial Number:	85766135	
Serial Number:	85879909	REFILLABOOK
Serial Number:	85876355	JB
Serial Number:	85644964	JOURNALBOOKS

**CORRESPONDENCE DATA**

Fax Number: 6502515002

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (650) 251-5047

**TRADEMARK**  
**REEL: 005088 FRAME: 0890**

Email: jnull@stblaw.com  
Correspondent Name: Michelle Lyon  
Address Line 1: 2475 Hanover Street  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1736
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	08/09/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT – FIRST LIEN

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 9, 2013, between **BULLET LINE, LLC**, a Pennsylvania limited liability company, located at 400 Hunt Valley Rd., New Kensington, PA, 15068, **LEEDSWORLD, INC.**, a Delaware corporation, located at 400 Hunt Valley Rd., New Kensington, PA, 15068, and **TIMEPLANNER CALENDARS, INC.**, a North Carolina corporation, located at 400 Hunt Valley Rd., New Kensington, PA, 15068 (each, a “Grantor”, and collectively, the “Grantors”) and ING Capital, LLC, as Collateral Agent for and on behalf of the Lenders (as defined below) (the “Collateral Agent”).

### WITNESSETH

A. WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of June 28, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Polyconcept Investments B.V., Polyconcept Finance B.V., Leedsworld, Inc., Bullet Line, LLC, and Trimark Holding Inc. (“Borrowers”), the financial institutions or entities from time to time signatory thereto (individually a “Lender”, and collectively the “Lenders”), the Collateral Agent and the other agents parties thereto, the Lenders have severally agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Borrowers, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered that certain First Lien Security Agreement, dated as of the date hereof, to the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, the Grantors have agreed to enter into this Agreement pursuant to Section 4.8 of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or in the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in, to and under the Trademarks and Trademark Licenses, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations, including, without limitation, all trademarks and trademark applications identified on Schedule A attached hereto and made a part hereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

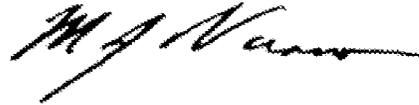
SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*(Remainder of the page left intentionally blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

**BULLET LINE, LLC**



By: \_\_\_\_\_

Name: Martin J. Vuono

Title: Agent and Attorney-in-Fact

**LEEDSWORLD, INC.**



By: \_\_\_\_\_

Name: Martin J. Vuono

Title: Agent and Attorney-in-Fact

**TIMEPLANNER CALENDARS, INC.**



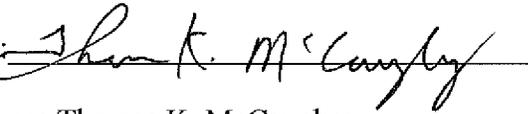
By: \_\_\_\_\_

Name: Martin J. Vuono

Title: Agent and Attorney-in-Fact

COLLATERAL AGENT:

**ING CAPITAL, LLC**, as Collateral Agent

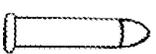
By: 

Name: Thomas K. McCaughey

Title: Managing Director

**SCHEDULE A**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Application/ Registration Number</b>	<b>Filing/ Registration Date</b>	<b>Owner</b>	<b>Status</b>
BIG SHOT	Serial No. 73/471,434 Reg. No. 1,339,159	Filing Date 3/21/1984 Reg. Date 6/4/1985	BL Acquisition, LLC	Registered
	Serial No. 77/838,913 Reg. No. 4,067,785	Filing Date 10/1/2009 Reg. Date 12/6/2011	Bullet Line, LLC	Registered
BULLET LINE	Serial No. 74/499,720 Reg. No. 1,894,445	Filing Date 3/14/1994 Reg. Date 5/16/1995	BL Acquisition, LLC	Registered
BULLET LINE	Serial No. 75/797,660 Reg. No. 2,646,275	Filing Date 9/13/1999 Reg. Date 11/5/2002	Bullet Line, LLC	Registered
BULLET LINE	Serial No. 77/526,982 Reg. No. 3,586,285	Filing Date 7/21/2008 Reg. Date 3/10/2009	Bullet Line, LLC	Registered
	Serial No. 74/180,484 Reg. No. 1,698,200	Filing Date 6/28/1991 Reg. Date 6/30/1992	Bullet Line, LLC	Registered
	Serial No. 77/632,235 Reg. No. 3,941,174	Filing Date 12/12/2008 Reg. Date 04/05/2011	Bullet Line, LLC	Registered
	Serial No. 72/179,299 Reg. No. 774,147	Filing Date 10/16/1963 Reg. Date 7/28/1964	BL Acquisition, LLC <sup>1</sup>	Registered
PRICE BUST	Serial No. 85/614,721	Filing Date 5/2/2012	Bullet Line, LLC	Allowed
STAPLETTE	Serial No. 76/574,903 Reg. No. 2,924,888	Filing Date 2/9/2004 Reg. Date 2/8/2005	Bullet Line, LLC	Registered
TWIST-STIK	Serial No. 74/038,488 Reg. No. 1,758,246	Filing Date 2/28/1990 Reg. Date 3/16/1993	BL Acquisition, LLC	Registered
	Serial No. 74/500,648 Reg. No. 1,913,935	Filing Date 3/15/1994 Reg. Date 8/22/1995	BL Acquisition, LLC	Registered
CHECKMATE	Serial No. 77/682,437 Reg. No. 3,791,166	Filing Date 3/3/2009 Reg. Date 5/18/2010	Leedsworld, Inc.	Registered
CLICK & CREATE	Serial No. 77/122,092 Reg. No. 3,408,121	Filing Date 03/05/2007 Reg. Date 04/08/2008	Leedsworld, Inc.	Registered
DISRUPT	Serial No. 85/838,442	Filing Date 2/1/2013	Leedsworld, Inc.	Pending
ECOSMART	Serial No. 77/721,430 Reg. No. 3,686,081	Filing Date 4/24/2009 Reg. Date 9/22/2009	Leedsworld, Inc.	Registered
ECOSMART RESPONSIBLE GIFTS FOR ENVIRONMENTALLY RESPONSIBLE PROMOTIONS	Serial No. 77/721,440 Reg. No. 3,686,082	Filing Date 4/24/2009 Reg. Date 9/22/2009	Leedsworld, Inc.	Registered
	Serial No. 77/721,449 Reg. No. 3,686,083	Filing Date 4/24/2009 Reg. Date 9/22/2009	Leedsworld, Inc.	Registered
ELLEVEN	Serial No. 85/763,044	Filing Date 10/25/2012	Leedsworld, Inc.	Pending
	Serial No. 85/766,111	Filing Date 10/29/2012	Leedsworld, Inc.	Pending

Mark	Application/ Registration Number	Filing/ Registration Date	Owner	Status
GUSTO! BIG IDEAS FOR SMALL BUDGETS	Serial No. 77/813,005 Reg. No. 3,774,533	Filing Date 8/26/2009 Reg. Date 4/13/2010	Leedsworld, Inc.	Registered
HUNT VALLEY	Serial No. 85/855,946	Filing Date 2/21/2013	Leedsworld, Inc.	Pending
	Serial No. 85/855,982	Filing Date 2/21/2013	Leedsworld, Inc.	Pending
LEED'S	Serial No. 75/203,039 Reg. No. 2,386,710	Filing Date 11/22/1996 Reg. Date 9/19/2000	Leedsworld, Inc.	Registered
LEED'S	Serial No. 78/927,421 Reg. No. 3,294,056	Filing Date 7/12/2006 Reg. Date 9/18/2007	Leedsworld, Inc.	Registered
MAKE IT YOURS	Serial No. 77/012,879 Reg. No. 3,366,380	Filing Date 10/3/2006 Reg. Date 1/8/2008	Leedsworld, Inc.	Registered
METROPOLITAN	Serial No. 77/703,308 Reg. No. 3,917,586	Filing Date 3/31/2009 Reg. Date 2/8/2011	Leedsworld, Inc.	Registered
NEOTEC	Serial No. 78/657,122 Reg. No. 3,382,890	Filing Date 6/23/2005 Reg. Date 2/12/2008	Leedsworld, Inc.	Registered
SURESHIP	Serial No. 75/202,459 Reg. No. 2,161,486	Filing Date 11/22/1996 Reg. Date 6/2/1998	Leedsworld, Inc.	Registered
WORLDSOURCE	Serial No. 78/391,220 Reg. No. 2,957,228	Filing Date 3/26/2004 Reg. Date 5/31/2005	Leedsworld, Inc.	Registered
WORLDSOURCE MEMORY XPRESS	Serial No. 77/436,768 Reg. No. 3,632,719	Filing Date 4/1/2008 Reg. Date 6/2/2009	Leedsworld, Inc.	Registered
ZOOM	Serial No. 85/763,018	Filing Date 10/25/2012	Leedsworld, Inc.	Pending
	Serial No. 77/708,155 Reg. No. 3,686,071	Filing Date 4/7/2009 Reg. Date 9/22/2009	Leedsworld, Inc.	Registered
	Serial No. 78/324,205 Reg. No. 3,071,809	Filing Date 11/6/2003 Reg. Date 3/21/2006	Leedsworld, Inc.	Registered
	Serial No. 85/766,135	Filing Date 10/29/2012	Leedsworld, Inc.	Pending
JOURNALBOOKS	Serial No. 75/697,419 Reg. No. 2,483,929	Filing Date 5/6/1999 Reg. Date 8/28/2001	Timeplanner Calendars, Inc.	Registered (Supplemental Register)
PENPORT	Serial No. 78/312,234 Reg. No. 2,884,458	Filing Date 10/10/2003 Reg. Date 9/14/2004	Timeplanner Calendars, Inc.	Registered
REFILLABOOK	Serial No. 85/879,909	Filing Date 3/19/2013	Timeplanner Calendars, Inc.	Pending
TIMEPLANNER	Serial No. 73/218,272 Reg. No. 1,186,653	Filing Date 6/4/1979 Reg. Date 1/19/1982	Timeplanner Calendars, Inc./TOB, Inc.	Registered
	Serial No. 85/876,355	Filing Date 3/14/2013	Timeplanner Calendars, Inc.	Pending
	Serial No. 85/644,964	Filing Date 6/6/2012	Timeplanner Calendars, Inc.	Published