

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		10/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Assignee and Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code : TX1-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1792248	SEAL	
Registration Number:	2137957	FLOOR GUARD	
Registration Number:	2005978	IMAGE	
Registration Number:	2137956	JET GUARD	
Registration Number:	1461848	OPTIMOUNT	
Registration Number:	4166950	PRINT GUARD	
Registration Number:	1519769	PRINT MOUNT	
Registration Number:	1557890	PRINT MOUNT ULTRA	
Registration Number:	1448464	PRINT SHIELD	
Registration Number:	2422130	PROSEAL	
Registration Number:	2661953	STOPLIGHT	
Serial Number:	85589891	MY GRAPHICS GURU	

CORRESPONDENCE DATA

900272960

TRADEMARK
 REEL: 005161 FRAME: 0055

CH \$315.00 1792248

Fax Number: 2127514864

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

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042525-0017
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	11/26/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October ~~24~~²¹, 2013 (the "Trademark Security Agreement"), made by each of the undersigned assignors (individually, an "Assignor", and, collectively, the "Assignors") in favor of Bank of America, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignors are party to that certain Amended and Restated U.S. Security Agreement dated as of May 13, 2013 (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

By: *Parvato R. Beltrami*
Name: PARVATO R. BELTRAMI
Title: SVP, General Counsel & Secretary

Accepted and Agreed to:

BANK OF AMERICA, N.A.,
as Assignee and Administrative Agent

By: _____
Name:
Title:

Accepted and Agreed to:

BANK OF AMERICA, N.A.
as Assignee and Administrative Agent

By: 
Name: Anthony W. Kell
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005161 FRAME: 0060

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Filing Number	Filing	Registration Number	Registration	Registered Owner
SEAL	US	74191208	8/5/1991	1792248	9/14/1993	ACCO Brands Corporation
FLOOR GUARD	US	75165115	9/13/1996	2137957	2/17/1998	ACCO Brands Corporation
IMAGE	US	74729287	9/14/1995	2005978	10/8/1996	ACCO Brands Corporation
JET GUARD	US	75165072	9/13/1996	2137956	2/17/1998	ACCO Brands Corporation
MY GRAPHICS GURU	US	85589891	4/5/2012			ACCO Brands Corporation
OPTIMOUNT	US	73635267	12/15/1986	1461848	10/20/1987	ACCO Brands Corporation
PRINTGUARD	US	85413067	9/1/2011	4166950	7/3/2012	ACCO Brands Corporation
PRINT MOUNT	US	73635409	12/15/1986	1519769	1/10/1989	ACCO Brands Corporation
PRINT MOUNT ULTRA	US	73635268	12/15/1986	1557890	9/26/1989	ACCO Brands Corporation
PRINT SHIELD	US	73635410	12/15/1986	1448464	7/21/1987	ACCO Brands Corporation
PROSEAL	US	75671236	3/29/1999	2422130	1/16/2001	ACCO Brands Corporation
SPOTLIGHT	US	76242574	4/18/2001	2661953	12/17/2002	ACCO Brands Corporation