TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCO Brands Corporation		11/11/2014	CORPORATION: DELAWARE
General Binding LLC		11/11/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
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: 55

Property Type	Number	Word Mark
Registration Number:	4377234	BRAIN BUILDING ADVENTURES
Registration Number:	4463372	BUILT STRONG TO LAST LONG
Registration Number:	4552462	BUILT STRONG TO LAST LONG
Registration Number:	4384069	BUILT STRONG TO LAST LONG
Registration Number:	4471254	CAMBRIDGE
Registration Number:	4538759	CAMBRIDGE
Registration Number:	4380284	
Registration Number:	4518600	D-LOCK
Registration Number:	4591567	EASYVIEW
Registration Number:	4552461	FIVE STAR
Registration Number:	4459738	FUSION
Registration Number:	4552463	MEAD
Registration Number:	4422584	MEAD
Registration Number:	4441176	MODERN BOHEMIAN
Registration Number:	4437402	MODERN BOHEMIAN
Registration Number:	4413040	MY GRAPHICS GURU
Registration Number:	4334447	NOTEPOCKET

OP $1390.00 4377234

Property Type	Number	Word Mark
Registration Number:	4380222	PAGEJOG
Registration Number:	4540037	PRETTY PLEASE
Registration Number:	4451015	PROXIMO
Registration Number:	4589691	SHAPE IT UP
Registration Number:	4451476	STACK-AND-SHRED
Registration Number:	4462968	SWINGLINE
Registration Number:	4471643	SWINGLINE
Registration Number:	4448991	TECH BUNGEE
Registration Number:	4503127	WHAT DOES YOUR DAY LOOK LIKE?
Serial Number:	86129609	ALL-AROUND GIRL
Serial Number:	86065487	BOTANICAL BOUTIQUE
Serial Number:	86042754	CUSTOMIZE IT, ORGANIZE IT, TRAP IT!
Serial Number:	86315518	CUSTOMIZE IT, ORGANIZE IT, TRAP IT!
Serial Number:	86315502	CUSTOMIZE IT, ORGANIZE IT, TRAP IT!
Serial Number:	86139661	CUSTOMIZE IT, ORGANIZE IT, TRAP IT!
Serial Number:	86317515	FUN IN THE SUN
Serial Number:	86298501	IT'S YOUR LIFE. TAKE NOTE.
Serial Number:	86356642	LEARN. ORGANIZE. CREATE.
Serial Number:	86100099	MEAD ACADÉMIE
Serial Number:	86100095	MEAD ACADEMIE
Serial Number:	86100091	MEAD ACADÉMIE
Serial Number:	86387805	MINISAVER
Serial Number:	86356635	NOTE TECHING
Serial Number:	86380975	OPTIK PAPER
Serial Number:	85931115	PRESTIGE 2 CONNECTS
Serial Number:	86042752	SNAPPER TRAPPER
Serial Number:	86315513	SNAPPER TRAPPER
Serial Number:	86315507	SNAPPER TRAPPER
Serial Number:	86139667	SNAPPER TRAPPER
Serial Number:	86356630	SOCIAL NOTES
Serial Number:	86042761	TRAPPER
Serial Number:	86042757	TRAPPER KEEPER
Serial Number:	86139659	TRAPPER KEEPER
Serial Number:	86315499	TRAPPER KEEPER
Serial Number:	86315515	TRAPPER KEEPER
Serial Number:	86129227	WORK STYLE.
Serial Number:	86129230	WORK STYLE. BY CAMBRIDGE
Serial Number:	86321478	WRAPPER KEEPER

CORRESPONDENCE DATA

Fax Number: 4142770656

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

Phone: 414-271-6560

Email: jltreml@michaelbest.com

Correspondent Name: Lori S. Meddings

Address Line 1: 100 East Wisconsin Avenue, Suite 3300

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	010371-9165 US00
NAME OF SUBMITTER:	Lori S. Meddings
SIGNATURE:	/lori s. meddings/
DATE SIGNED:	11/24/2014

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 November 11, 2014, (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 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

TRADEMARK
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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: Pamela R Schneider
Name: Pamela R. Schneider
Title: Senior Vice President, General Counsel and Secretary

GENERAL BINDING LLC, as an Assignor

By: Pamela R Schneider
Name: Pamela R. Schneider
Title: Vice President and Secretary

Accepted and Agreed to:

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

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

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Registration Date	Registration Number	Country	Trademark Name	Owner Name
7/30/2013	4377234	US	BRAIN BUILDING ADVENTURES	ACCO Brands Corporation
1/7/2014	4463372	US	BUILT STRONG TO LAST LONG	ACCO Brands Corporation
6/17/2014	4552462	US	BUILT STRONG TO LAST LONG	ACCO Brands Corporation
8/13/2013	4384069	US	BUILT STRONG TO LAST LONG	ACCO Brands Corporation
1/21/2014	4471254	US	CAMBRIDGE	ACCO Brands Corporation
5/27/2014	4538759	US	CAMBRIDGE	ACCO Brands Corporation
8/6/2013	4380284	US	Check Mark Design	ACCO Brands Corporation
4/22/2014	4518600	US	D-LOCK	ACCO Brands Corporation
8/26/2014	4591567	US	EASYVIEW	ACCO Brands Corporation
6/17/2014	4552461	US	FIVE STAR	ACCO Brands Corporation
12/31/2013	4459738	US	FUSION	ACCO Brands Corporation
6/17/2014	4552463	US	MEAD	ACCO Brands Corporation
10/22/2013	4422584	US	MEAD (LOGO)	ACCO Brands Corporation
11/26/2013	4441176	US	MODERN BOHEMIAN	ACCO Brands Corporation
11/19/2013	4437402	US	MODERN BOHEMIAN AND DESIGN	ACCO Brands Corporation
10/8/2013	4413040	US	MY GRAPHICS GURU	ACCO Brands Corporation
5/14/2013	4334447	US	NOTEPOCKET	ACCO Brands Corporation
8/6/2013	4380222	US	PAGEJOG	ACCO Brands Corporation
5/27/2014	4540037	US	PRETTY PLEASE	ACCO Brands Corporation
12/17/2013	4451015	US	PROXIMO	ACCO Brands Corporation
8/19/2014	4589691	US	SHAPE IT UP	ACCO Brands Corporation
12/17/2013	4451476	US	Stack-and-Shred	ACCO Brands Corporation
1/7/2014	4462968	US	SWINGLINE	ACCO Brands Corporation
1/21/2014	4471643	US	SWINGLINE	ACCO Brands Corporation
12/10/2013	4448991	US	TECH BUNGEE	ACCO Brands Corporation
3/25/2014	4503127	US	WHAT DOES YOUR DAY LOOK LIKE?	ACCO Brands Corporation

Applications

Filing Date	Application Number	Country	Trademark Name	Owner Name
11/26/2013	86/129609	US	ALL-AROUND GIRL	ACCO Brands Corporation
9/16/2013	86/065487	US	BOTANICAL BOUTIQUE	ACCO Brands Corporation
8/20/2013	86/042754	US	CUSTOMIZE IT, ORGANIZE IT, TRAP IT!	ACCO Brands Corporation
6/20/2014	86/315,518	US	CUSTOMIZE IT, ORGANIZE IT, TRAP IT!	ACCO Brands Corporation
6/20/2014	86/315,502	US	CUSTOMIZE IT, ORGANIZE IT, TRAP IT!	ACCO Brands Corporation
12/10/2013	86/139661	US	CUSTOMIZE IT, ORGANIZE IT, TRAP IT!	ACCO Brands Corporation
8/5/2013	86/028406	US	EASYVIEW	ACCO Brands Corporation
6/23/2014	86/317515	US	FUN IN THE SUN	ACCO Brands Corporation
6/3/2014	86/298501	US	IT'S YOUR LIFE. TAKE NOTE.	ACCO Brands Corporation
8/4/2014	86/356642	US	LEARN. ORGANIZE. CREATE.	ACCO Brands Corporation
10/24/2013	86/100099	US	MEAD ACADAMIE & Hand Design	ACCO Brands Corporation
10/24/2013	86/100095	US	MEAD ACADAMIE (stylized)	ACCO Brands Corporation
10/24/2013	86/100091	US	MEAD ACADAMIE (word mark - accent mark sloping left above the first E)	ACCO Brands Corporation
9/8/2014	86/387805	US	MINISAVER	ACCO Brands Corporation
8/4/2014	86/356635	US	NOTE TECHING	ACCO Brands Corporation
8/29/2014	86/380975	US	OPTIK PAPER	ACCO Brands Corporation
5/14/2013	85/931115	US	PRESTIGE 2 CONNECTS	General Binding LLC
8/20/2013	86/042752	US	SNAPPER TRAPPER	ACCO Brands Corporation
6/20/2014	86/315,513	US	SNAPPER TRAPPER	ACCO Brands Corporation
6/20/2014	86/315,507	US	SNAPPER TRAPPER	ACCO Brands Corporation
12/10/2013	86/139667	US	SNAPPER TRAPPER	ACCO Brands Corporation
8/4/2014	86/356630	US	SOCIAL NOTES	ACCO Brands Corporation
5/28/2013	85/944024	US	Stack-and-Shred	ACCO Brands Corporation
8/20/2013	86/042761	US	TRAPPER	ACCO Brands Corporation
8/20/2013	86/042757	US	TRAPPER KEEPER	ACCO Brands Corporation
12/10/2013	86/139659	US	TRAPPER KEEPER	ACCO Brands Corporation
6/20/2014	86/315,499	US	TRAPPER KEEPER	ACCO Brands Corporation
6/20/2014	86/315,515	US	TRAPPER KEEPER	ACCO Brands Corporation
11/26/2013	86/129227	US	WORK STYLE.	ACCO Brands Corporation
11/26/2013	86/129230	US	WORK STYLE. BY CAMBRIDGE	ACCO Brands Corporation
6/26/2014	86/321,478	US	WRAPPER KEEPER	ACCO Brands Corporation

ANNEX B

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