

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Binding LLC		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX3-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4125868	QUARTET GREAT IDEAS START HERE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	2129061200		
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 SIGNED:	05/13/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2015 (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**”).

W I T N E S S E T H:

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.

GENERAL BINDING LLC, as an Assignor

By: 
Name: Neal V. Fenwick
Title: Vice President

Accepted and Agreed to:

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

By: _____
Name:
Title:

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.

GENERAL BINDING LLC, as an Assignor

By: _____
Name:
Title:

Accepted and Agreed to:

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

By: 
Name:
Title: Jonathan M. Phillips
Senior Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005515 FRAME: 0947

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number	Application Date	Registration Number	Registration Date	Assignor
QUARTET GREAT IDEAS START HERE	77827880	9/16/2009	4125868	4/10/2012	General Binding LLC