

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCO Brands Corporation		01/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as 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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4777647	BUILT STRONG TO LAST LONG	
Registration Number:	4855802	BUILT STRONG TO LAST LONG	
Registration Number:	4804370	FIVE STAR	
Registration Number:	4804369	FIVE STAR	
Registration Number:	4846167	FIVE STAR	
Registration Number:	4846165	FIVE STAR	
Registration Number:	5036724	GLITTER GLAM	
Registration Number:	4846166	MEAD	
Registration Number:	5008737	QUICK TOUCH	
Registration Number:	4967543	RED SWINGLINE	
Registration Number:	4819941	SPIRAL GUARD	
Registration Number:	4819916	TRAPPER KEEPER	
Serial Number:	86943747	ACCO	
Serial Number:	86830569	NANO-CLEAN	
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>			

CH \$365.00 4777647

Phone: 212-906-1216
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: 042525-0064

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /S/ Angela M. Amaru

DATE SIGNED: 02/02/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 27, 2017 (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.

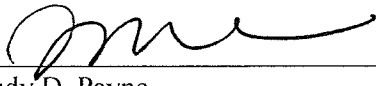
ACCO BRANDS CORPORATION, as an Assignor

By: _____

Name: Neal V. Fenwick
Title: Executive Vice President and Chief
Financial Officer

Accepted and Agreed to:

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

By: 
Name: Judy D. Payne
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
ACCO	86943747 3/17/2016	---	Pending	ACCO Brands Corporation
BUILT STRONG TO LAST LONG	85870597 3/8/2013	4777647 7/21/2015	Registered	ACCO Brands Corporation
BUILT STRONG TO LAST LONG	87098885 7/11/2016	---	Pending ITU	ACCO Brands Corporation
BUILT STRONG TO LAST LONG	86656561 6/8/2015	4855802 11/17/2015	Registered	ACCO Brands Corporation
FIVE STAR FIVE STAR ★★★★★	85593395 4/10/2012	4804370 9/1/2015	Registered	ACCO Brands Corporation
FIVE STAR	85592471 4/9/2012	4804369 9/1/2015	Registered	ACCO Brands Corporation
FIVE STAR FIVE STAR ★★★★★	86656574 6/9/2015	4846167 11/3/2015	Registered	ACCO Brands Corporation
FIVE STAR	86656565 6/9/2015	4846165 11/3/2015	Registered	ACCO Brands Corporation
GLITTER GLAM	85713024 8/26/2012	5036724 9/6/2016	Registered	ACCO Brands Corporation
MEAD	86656569 6/9/2015	4846166 11/3/2015	Registered	ACCO Brands Corporation
NANO-CLEAN	86830569 11/24/2015	---	Pending	ACCO Brands Corporation
QUICK TOUCH	86456631 11/17/2014	5008737 7/26/2016	Registered	ACCO Brands Corporation
RED SWINGLINE	86617728 5/2/2015	4967543 5/31/2016	Registered	ACCO Brands Corporation

SLATE	86843533 12/9/2015	---	Pending ITU	ACCO Brands Corporation
SLATE COLLECTION	87103483 7/14/2016	---	Pending ITU	ACCO Brands Corporation
SLATE GOODS	86956647 3/29/2016	---	Pending ITU	ACCO Brands Corporation
SMART. SAFE. SIMPLE.	86707917 7/29/2015	---	Pending ITU	ACCO Brands Corporation
SPIRAL GUARD	85714398 8/28/2012	4819941 9/22/2015	Registered	ACCO Brands Corporation
TRAPPER KEEPER	86976897 12/10/2013	4819916 9/22/2015	Registered	ACCO Brands Corporation
WORKSTYLE	87062516 6/7/2016	---	Pending ITU	ACCO Brands Corporation

Schedule I - 2

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RECORDED: 02/02/2017

**TRADEMARK
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