

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Esselte LLC		05/23/2019	Limited Liability Company: ARIZONA
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2705820	CREATE-A-STICKER	
Registration Number:	5698703	CREATE-A-STICKER MINI	
Registration Number:	4096937	CREATOPIA	
Registration Number:	3226483	DESIGN DISC	
Registration Number:	3214557	DESIGN RUNNER	
Registration Number:	2690056	EZLAMINATOR	
Registration Number:	1191164	PETRUS	
Registration Number:	4437434	PETRUS TOOLS	
Registration Number:	4036396	X	
Registration Number:	2368012	X XYRON	
Registration Number:	2368013	XYRON	
Registration Number:	5023951	XYRON CREATIVE STATION	
Registration Number:	5074656	XYRON CREATIVE STATION LITE	
Registration Number:	5074659	XYRON MEGA RUNNER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$365.00 2705820

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042525-0064
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/s/ Angela M. Amaru
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DATE SIGNED:	05/23/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2019, (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 may be further 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.

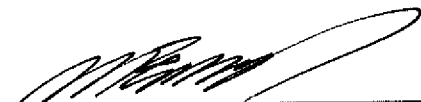
SECTION 6. *GOVERNING LAW.* THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF ANY 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.

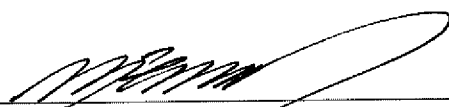
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

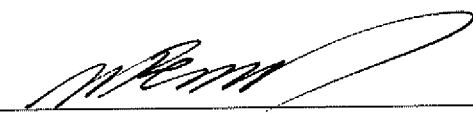
ACCO BRANDS CORPORATION, as an Assignor

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

GENERAL BINDING LLC, as an Assignor

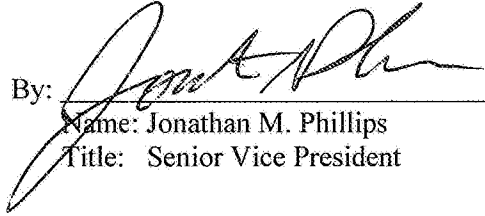
By: 
Name: Neal V. Fenwick
Title: Vice President

ESSELTE LLC, as an Assignor




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

Accepted and Agreed to:

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

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	CREATE-A-STICKER	75936820 3/7/2000	2705820 4/15/2003	Registered	Esselte LLC
2.	CREATE-A-STICKER MINI	87719710 12/13/2017	5698703 3/12/2019	Registered	Esselte LLC
3.	CREATOPIA	85164562 10/29/2010	4096937 2/7/2012	Registered	Esselte LLC
4.	DESIGN DISC	76655377 2/21/2006	3226483 4/10/2007	Registered	Esselte LLC
5.	DESIGN RUNNER	76651791 12/13/2005	3214557 3/6/2007	Registered	Esselte LLC
6.	EZLAMINATOR	76266325 6/4/2001	2690056 2/25/2003	Registered	Esselte LLC
7.	GLAMINATOR	88108208 9/7/2018	---	Pending ITU	Esselte LLC
8.	PETRUS	73267939 6/26/1980	1191164 3/2/1982	Registered	Esselte LLC
9.	PETRUS TOOLS 	85722877 9/7/2012	4437434 11/19/2013	Registered	Esselte LLC
10.	X 	85217986 1/14/2011	4036396 10/4/2011	Registered	Esselte LLC
11.	X XYRON 	75639869 2/12/1999	2368012 7/18/2000	Registered	Esselte LLC
12.	XYRON	75639870 2/12/1999	2368013 7/18/2000	Registered	Esselte LLC
13.	XYRON CREATIVE STATION	86714571 8/4/2015	5023951 8/16/2016	Registered	Esselte LLC
14.	XYRON CREATIVE STATION LITE	86731522 8/20/2015	5074656 11/1/2016	Registered	Esselte LLC
15.	XYRON MEGA RUNNER	86731966 8/20/2015	5074659 11/1/2016	Registered	Esselte LLC
16.	DIMENSION	87815892 3/1/2018	---	Pending ITU	General Binding LLC
17.	FOTON	88291539 2/6/2019	---	Pending ITU	General Binding LLC
18.	MAX CLEAN	87815879 3/1/2018	5704910 3/19/2019	Registered	General Binding LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
19.	SELECT-A-SIZE	87780474 2/1/2018	5698963 3/12/2019	Pending	ACCO Brands Corporation
20.	SLATE COLLECTION	87103483 7/14/2016	---	Pending ITU	ACCO Brands Corporation
21.	TRUSENS	87980347 12/13/2017	---	Pending	ACCO Brands Corporation
22.	TRUSENS	87719647 12/13/2017	---	Pending ITU	ACCO Brands Corporation
23.	U 	87926238 5/17/2018	---	Pending ITU	ACCO Brands Corporation