

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌

RECORDATION FORM COVER SHEET TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Esselte Leitz GmbH & Co. KG
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other German limited liability partnership
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: UBS AG, London Branch
Internal
Address:
Street Address: One Finsbury Avenue
City: London State: England Zip: EC2M2PP
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Swiss
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: October 9, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1494179 733064 733786 2633980

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elaine D. Ziff, Esq.
Internal Address:
Skadden, Arps, Slate, Meagher & Flom LLP
Street Address: Four Times Square
City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
19-2385 [Our Ref: 015430/13]
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Elaine D. Ziff Signature December 11, 2002 Date
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is entered into and effective as of the 9th day of October, 2002, and is by and between:

- (1) ESSELTE LEITZ GmbH & Co. KG, a limited liability partnership (Kommanditgesellschaft) organized under the laws of the Federal Republic of Germany, located in Stuttgart, Federal Republic of Germany (the "Grantor"); and
- (2) UBS AG, London Branch, the London branch of a Swiss corporation located at One Finsbury Avenue, London EC2M2PP England, as agent and trustee for each Finance Party to the Senior Credit Agreement and Mezzanine Credit Agreement described below (in that capacity the "Security Agent").

WITNESSETH:

WHEREAS, Grantor and UBS AG, as Security Agent, have entered into a Security Agreement dated as of the date hereof (said agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Security Agreement");

WHEREAS, J.W. Childs Acquisition Sweden AB, the Security Agent and the other Finance Parties have entered into the Credit Agreements (as defined in the Security Agreement) and the Grantor is concurrently herewith becoming a party to the Credit Agreements pursuant to an Accession Deed dated as of the date hereof (said Credit Agreements, as they may hereafter be amended or otherwise modified from time to time, being the "Credit Agreements").

WHEREAS, Grantor has adopted, used, is using, and is the owner of the U.S. Patent and Trademark Office trademarks and trademark applications listed on Schedule A attached hereto;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to Security Agent a continuing security interest in and to certain of the assets of the Grantor including without limitation all right, title and interest of Grantor in and to the trademarks on Schedule A attached hereto, to secure the Secured Liabilities (as defined in the Security Agreement);

WHEREAS, it is a condition precedent to the obligations of the Security Agreement and the other Finance Parties under the Credit Agreements that the Grantor enter into this Agreement and grant the security interest described in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, and to induce the Security Agent and the other Finance Parties and the Grantor to enter into this Agreement, and to induce the Security Agent and the other Finance Parties to make the Loans to the Grantor, the parties agree as follows:

1. Security Agreement

- (a) The Grantor does hereby acknowledge and affirm that the security interest granted under this Agreement is granted in conjunction with the security interests

granted to the Security Agent pursuant to the Security Agreement, and is granted subject to the terms of that agreement, and Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral (as defined in Section 2 below) made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- (b) All capitalized terms which are used in this Agreement and not defined herein shall have the meanings assigned to such terms in the Security Agreement.

2. Grant of Security Interest

As security for the prompt and complete payment and performance of the Secured Liabilities when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Lenders and the Financiers to make the Loans, the Grantor grants to the Security Agent for the benefit of the Finance Parties a continuing security interest in and to all right, title, and interest of Grantor in and to the following (referred to collectively, hereinafter, as the "Trademark Collateral"):

- (a) all trademark registrations and trademark applications listed on Schedule A, and
- (b) any and all renewals thereof;
- (c) all common law rights therein;
- (d) all income, royalties, damages, and payments owed to Grantor now or hereafter due and/or payable to Grantor with respect thereto (including, without limitation, payments under all licenses granted by Grantor in connection therewith and damages and payments owed to Grantor for past or future infringements thereof);
- (e) the right to sue or otherwise recover for all past, present, and future infringements thereof, and all rights corresponding thereto within the United States;
- (f) all rights corresponding thereto within the United States;

together, in each case, with the goodwill of the business connected with the use of and symbolized by each trademark.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Section 2 attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the U.S. Federal

Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii).

3. Purpose of Trademark Security Agreement

This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office.

4. Representations and Warranties

Grantor hereby represents and warrants as follows:

(a) the representations and warranties contained in Sections 20.2 through 20.5 of the Senior Credit Agreement and Sections 17.2 through 17.5 of the Mezzanine Credit Agreement are hereby incorporated by reference herein, as if fully set forth herein;

(b) all of the trademark registrations and trademark applications on Schedule A are subsisting, and in full force and effect and, to the Grantor's knowledge, the trademarks on Schedule A are valid;

(c) none of the trademarks listed on Schedule A has expired;

(d) Grantor has made all appropriate filings in the United States Patent and Trademark Office (the "PTO") under 15 U.S.C. §§ 1058, 1059 and 1065 to maintain and maximize the protection for such registrations included in the Trademark Collateral;

(e) Grantor is the sole owner of all right, title, and interest in and to the Trademark Collateral, subject to the licenses heretofore granted;

(f) all of the trademarks which are the subject of the registrations set forth in Schedule A hereto have been in continuous use from the first use dates identified in such registrations;

(g) to the knowledge of Grantors, use of the Trademark Collateral in the conduct of their respective businesses, as currently conducted, does not infringe upon, violate, dilute, misappropriate, or breach any right or interest of any third party (including without limitation any trademark right, service mark right, trade name right, Internet domain name right, copyright right, patent right, inventorship right, trade secret right, moral right, privacy right, publicity right, or contractual right), and no third party has asserted a claim in writing, asserting any of the foregoing against any Grantor in the past three (3) years which claim has not been resolved and which, if decided by a court adversely to Grantors, would have a Material Adverse Effect on such Grantor's business;

(h) Except as permitted under the Credit Agreements:

- (i) Grantor is the sole legal and beneficial owner of, and has the power to transfer and grant a security interest in, the Trademark Collateral;
- (ii) none of the Trademark Collateral is subject to any Lien other than the Security Agent's security interests;
- (iii) Grantor has not agreed or committed to sell, assign, pledge, transfer, license, lease or encumber any of the Trademark Collateral, or granted any option, warrant or right with respect to any of the Trademark Collateral; and
- (iv) no effective mortgage, deed of trust, financing statement, security agreement or other instrument similar in effect is on file of record with respect to any Trademark Collateral, except for those that create, perfect or evidence the Security Agent's security interest.

(i) to Grantor's knowledge, no third party is infringing, violating, diluting, or misappropriating any of the Trademark Collateral, in any material respect;

(j) none of the trademarks on Schedule A is the subject of any outstanding license agreement (whether exclusive or non-exclusive), consent, permission, right-to-use, or release in favor of a third party that is material, except as set forth on Exhibit F to the Security Agreement;

(k) no outstanding debt is owed to any third party related to the Trademark Collateral, (including without limitation debts owed to prior owners or to local trademark offices);

(l) the chain-of-title to the trademarks and trademark applications on Schedule A has been duly recorded in the U.S. Patent and Trademark Office, and there are no gaps or errors therein that would adversely affect Grantor's ownership rights therein;

(m) to Grantor's knowledge, it is not in breach of a contractual obligation (e.g. under a license) relating to its exploitation of the Trademark Collateral.

5. Preservation of Rights

(a) Grantor shall have the duty to do any and all acts which are necessary, in the exercise of Grantor's reasonable business judgment, to preserve and maintain all rights in the Trademark Collateral (unless and until such Trademark Collateral is no longer Material Intellectual Property) until this Agreement shall terminate, including: (i) the payment of all fees necessary for the maintenance or reissuance of such Trademark Collateral; and (ii) the detection and prevention of any infringements of the Trademark Collateral that is reasonably likely to have a Material Adverse Effect on the Grantor's business (and the Grantor shall notify the Security Agent of any such actual or suspected infringement of such Trademark Collateral). Any expense incurred in connection with the foregoing acts shall be borne by the Grantor. The Grantor shall not take or fail to take any action that it has the right to do, or authorize any licensee or third party to take or fail to take any action, that would be reasonably likely to result in an abandonment, invalidation, loss of enforceability of the Trademark Collateral (unless and until such Trademark Collateral is no longer Material Intellectual Property).

(b) The covenants contained in Section 23.16 of the Senior Credit Agreement and Section 20.16 of the Mezzanine Credit Agreement are hereby incorporated by reference herein as if fully set forth herein.

6. Additional Covenants of Grantor

Except as permitted herein, and in the Credit Agreement:

(a) Grantor will maintain sole legal and beneficial ownership of the Trademark Collateral; provided, however, that Grantor may allow Trademark Collateral to lapse, to the extent consistent with its obligations under Section 5 herein.

(b) Grantor will not permit any Trademark Collateral to be subject to any lien other than the Security Agent's security interest and Liens permitted by Section 23.5 of the Senior Credit Agreement and Liens permitted by Section 20.5 of the Mezzanine Credit Agreement and will at all times warrant and defend the Security Agent's security interest in the Trademark Collateral against all other Liens except for Liens permitted by Section 23.5 of the Senior Credit Agreement and Liens permitted by Section 20.5 of the Mezzanine Credit Agreement; and

(c) Grantor will not, and is not authorized to, sell, assign, transfer, pledge, license, lease or encumber, or grant any option, warrant, or right with respect to, any of the Trademark Collateral, or agree or contract to do any of the foregoing without prior written consent by the Security Agent.

(d) Grantor shall pay when due (and in any case before any penalties as assessed or any Lien is imposed on any Collateral) all taxes, assessments and charges imposed on or in respect of Trademark Collateral and all claims against the Trademark Collateral, including claims for labor, materials and supplies, except where contested in good faith and by appropriate proceedings if adequate reserves therefore have been established on the books of Grantor in conformity with United States generally accepted accounting principles.

(e) In any suit, legal action, arbitration or other proceeding involving the Trademark Collateral or the Security Agent's security interest, Grantor will take all lawful action to avoid impairment of the Security Agent's security interest or the Security Agent's rights under this Agreement or the imposition of a Lien on any Trademark Collateral other than impairments or impositions arising out of Liens permitted by Section 23.5 of the Senior Credit Agreement and Section 20.5 of the Mezzanine Credit Agreement.

7. Power of Attorney

Grantor hereby appoints Security Agent its true and lawful attorney-in-fact to, with respect to the Trademark Collateral, prepare, execute, and file such documents, and to perform such acts, in the name and place of Grantor, should Grantor fail or refuse to do so for any reason or no reason; provided that, Security Agent will use the Power of Attorney only upon the occurrence and continuance of an event of default under the Security Agreement, including but not limited to, the exercise of Security Agent's rights and remedies granted hereunder. Such appointment may not be revoked with respect to any Trademark Collateral until such Trademark Collateral secured herein is released.

8. Further Assurances

At any time and from time to time upon the request of the Security Agent, Grantor will execute and deliver such further documents and instruments and do such other acts as the Security Agent may reasonably request in order to effect fully the purposes of this Agreement, to create, perfect, maintain, and preserve a first-priority security interest in the Trademark Collateral in favor of the Security Agent for the benefit of the Finance Parties and upon the occurrence and during the continuation of an Event of Default, to facilitate any sale, transfer or other disposition of Trademark Collateral and to make any sale, transfer or other disposition of Trademark Collateral valid, binding, and in compliance with applicable law.

9. Counterparts

This Agreement may be executed in counterpart, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of October, 2002.

ESSELTE LEITZ GmbH & Co. KG

By: _____
Name: *Dr. Finke*
Title: *Managing Director*

Acknowledged:

**UBS AG, LONDON BRANCH
AS SECURITY AGENT AND TRUSTEE FOR THE FINANCE PARTNERS**

By: _____
Name:
Title:

Esselte Leitz -- Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of October, 2002.

ESSELTE LEITZ GmbH & Co. KG

By: _____
Name:
Title:

Acknowledged:

**UBS AG, LONDON BRANCH
AS SECURITY AGENT AND TRUSTEE FOR THE FINANCE PARTNERS**

By: Myra A. Johnson [Signature]
Name: M. JOHNSON DIRECTOR
Title: ASSOCIATE DIRECTOR D. PERRY

Esselte Leitz – Signature Page to Trademark Security Agreement

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark	Owned By	Reg. No. /Date	Filing No. /Date	Status /Expiration date	Int. Classes
LEITZ	Esselte Leitz GmbH & Co. KG	1494179 28/06/88	73/654,806 13/04/87	Registered 28/06/08	16
LEITZ	Esselte Leitz GmbH & Co. KG	733064 19/06/62	72/126,874 29/08/61	Registered 19/06/08	16
LEITZ	Esselte Leitz GmbH & Co. KG	733786 03/07/62	72/087,239 11/09/61	Registered 03/07/12	16
LEITZ	Esselte Leitz GmbH & Co. KG	2,633,980 15/10/02	76/034,550 26,04/00	Registered 15/10/12	7, 9, 16, 20