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Attorney Docket No. 018029

Form PTO-1594

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OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 8-9-01
Pyramid Acquisition Corp.

Individual(s) Association
 General Partnership Limited Partnership
X Corporation-State Canada
 Other _____

Additional name(s) of conveying parties attached? Yes X No

2. Name and address of receiving party(ies)

Name: **Acco Brands, Inc.**

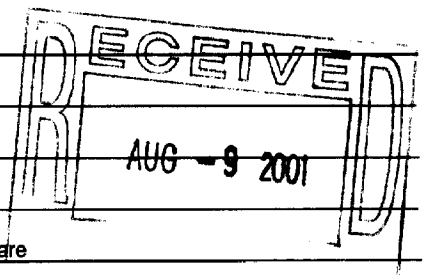
Internal Address: _____

Street Address: 300 Tower Parkway

City: Lincolnshire State: Illinois ZIP: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
X Corporation-State: Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes X No



3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
X Other Assumption and Distribution Agreement

Execution Date: _____ May 31, 2000

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s): 75/542,121 MIG

B. Trademark Registration No(s): 2,370,343 GRAVIS; 1,608,085, MOUSESTICK; 2,334,722, STINGER, and 2,417,829, XTERMINATOR

Additional numbers attached? Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: R. Gwen Peterson
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

08/15/2001 6TDM11 00000076 201430 75542121

01 FC:481 40.00 CH
02 FC:482 100.00 CH

6. Total number of applications and registrations involved 5

7. Total fee (37 CFR 3.41): \$140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

R. Gwen Peterson
Name of Person Signing

[Signature]
Signature

7/31/01
Date

Total number of pages including cover sheet, attachments and document: 50

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

TRADEMARK
REEL: 2348 FRAME: 0846

THIS ASSUMPTION AND DISTRIBUTION AGREEMENT is made with effect on May 31, 2000.

BETWEEN:

PYRAMID ACQUISITION CORP., a company having a
registered office at 1300 - 777 Dunsmuir Street,
Vancouver, British Columbia

(the "Company")

AND:

ACCO BRANDS, INC., _____

(the "Shareholder")

WHEREAS:

- A. The Shareholder is the sole shareholder of the Company;
- B. The dissolution of the Company, and the distribution of its remaining property and assets in specie, to the Shareholder, has been approved by resolutions of the Company;
- C. The Company and the Shareholder wish to enter into this Assumption and Distribution Agreement in order to effect the distribution of the property and assets of the Company to the Shareholder incidental to and as part of the dissolution of the Company; and
- D. The Shareholder will assume the remaining debts, obligations and liabilities of the Company, if any, and will pay all taxes and expenses incurred by the Shareholder or the Company in connection with the dissolution of the Company or this Agreement.

THEREFORE, in consideration of the mutual promises set out below and other good and valuable consideration, the Company and the Shareholder agree as follows:

- 1. The Company hereby sells, assigns, transfers and sets over to the Shareholder, its respective successors and assigns, all right, title and interest in and to all property and assets of the Company of every nature and kind whatsoever including, without limiting the generality of the foregoing:
 - (1) all shares of subsidiaries of the Company;
 - (2) all intellectual property of the Company;
 - (3) all goodwill of the Company;

- (4) all property of the Company, movable or immovable, real or personal, of every kind and wheresoever situate, and whether freehold or leasehold, and any leases, options to purchase, and any and all other interests in or to real property, or licences, franchises and similar rights owned or held by the Company;
- (5) all choses-in-action, including all book debts, accounts receivable and other debts, due or accruing due to the Company and the full benefit and advantage of all securities for such debts, and all refunds, deposits, trust monies, judgments and awards to which the Company is or may become entitled;
- (6) the full benefit and advantage of all existing contracts, engagements and insurance policies to which the Company may be entitled;
- (7) all warranties, licences, permits and rights of the Company;
- (8) all cash on hand, on deposit in any chartered bank, trust company or other financial institution and all other negotiable instruments, bills, notes, bonds, debentures and other securities (if any) owned by the Company; and
- (9) all other property, assets and rights wheresoever situated and of whatever nature and kind to which the Company is or may hereafter be entitled in connection with the business formerly carried on by it, the investments made by it or otherwise.

2. As part of the dissolution of the Company, the Shareholder will surrender for cancellation to the Company all of the share certificates held by the Shareholder representing all of the issued and outstanding shares in the Company.

3. The Shareholder hereby assumes and agrees to indemnify and cause the Company to be discharged from liability in respect of any and all of the debts, liabilities, obligations, claims, demands, costs and expenses whatsoever now or hereafter outstanding or payable by the Company, together with all interest which accrues thereon from time to time, and will bear all expenses in connection with the dissolution of the Company and in connection with this Agreement, including any and all loss or damage suffered or incurred by the Company in respect of the obligation to make payments of any nature whatsoever on the debts, liabilities, obligations, claims, demands, costs and expenses hereby assumed.

4. The Company hereby irrevocably constitutes and appoints each and every officer of the Shareholder as the true and lawful attorney of the Company for and in the name of the Company with full power of substitution, to file all tax returns and make and file all elections in connection therewith and to do and execute all acts, deeds, transfers, matters and things whatsoever necessary to fully complete the assignment, transfer and/or conveyance to the Shareholder, its successors and assigns, of the Assets referred to in Section 1 or any interest therein. The foregoing power of attorney is granted by the Company to each and every officer of the Shareholder in contemplation of the dissolution of the Company pursuant to the provisions of the *Company Act* (British Columbia) and the

foregoing power of attorney being coupled with an interest shall not be revoked by the dissolution of the Company or be otherwise revoked.

5. The Company and the Shareholder will execute all further agreements, instruments and documents and do all further acts as may reasonably be required to give effect to and carry out the full intent of this Agreement.
6. This Agreement is binding upon the Company and the Shareholder and upon the respective successors and assigns of the Company and the Shareholder.

BY SIGNING BELOW each of the Company and the Shareholder confirms that this document sets out the agreement reached by them and each acknowledges its intention to be bound by this contract.

PYRAMID ACQUISITION CORP.

By: Walt R. Murray
Title: President

ACCO BRANDS, INC.

By: Walt R. Murray
Title: Vice President