

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <p style="text-align: center;">Esselte Corporation 225 Broadhollow Road, Suite 300 Melville, NY 11747</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> Individual(s)</td><td><input type="checkbox"/> Association</td></tr><tr><td><input type="checkbox"/> General Partnership</td><td><input type="checkbox"/> Limited Partnership</td></tr><tr><td colspan="2"><input checked="" type="checkbox"/> Corporation-State</td></tr><tr><td colspan="2"><input type="checkbox"/> Other: _____</td></tr></table> <p>Citizenship (see guidelines) <u>New York</u></p> <p>Execution Date(s) <u>June 7, 2010</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Association	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Corporation-State		<input type="checkbox"/> Other: _____		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Additional names, addresses, or citizenship attached?</b> Name: <u>Wachovia Capital Finance Corporation (New England)</u>  Internal Address: _____  Street Address: <u>12 East 49<sup>th</sup> Street</u>  City: <u>New York</u>  State: <u>NY</u>  Country: <u>USA</u> Zip: <u>10017</u>  <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Massachusetts</u> <input type="checkbox"/> Other <input type="checkbox"/> Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Association								
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership								
<input checked="" type="checkbox"/> Corporation-State									
<input type="checkbox"/> Other: _____									

<b>3. Nature of conveyance:</b> <table style="width: 100%;"><tr><td><input type="checkbox"/> Assignment</td><td><input type="checkbox"/> Merger</td></tr><tr><td><input checked="" type="checkbox"/> Security Agreement</td><td><input type="checkbox"/> Change of Name</td></tr><tr><td colspan="2"><input type="checkbox"/> Other _____</td></tr></table>	<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	<input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) See Attached Schedule I B. Trademark Registration No.(s) See Attached Schedule I <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger						
<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name						
<input type="checkbox"/> Other _____							

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Susan O'Brien</u>  Internal Address: <u>UCC Direct Services</u>  Street Address: <u>187 Wolf Road, Suite 101</u>  City: <u>Albany</u>  State: <u>NY</u> Zip: <u>12205</u>  Phone Number: <u>800-342-3676</u>  Fax Number: <u>800-962-7049</u>  Email Address: <u>cls-udsalbany@wolterskluwers.com</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">156</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$3,915-</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed  <b>8. Payment Information:</b> a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/12</u> b. Deposit Account Number _____ Authorized User Name: _____
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<b>9. Signature:</b> <u></u> <p style="text-align: center;">Signature <b>Joseph D. Borgman</b> Name of Person Signing</p>	<u>6/9/10</u> Date	<p>Total number of pages including cover sheet, attachments, and document. <span style="border: 1px solid black; padding: 2px;">21</span></p>
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Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Conveying Parties:




Xyron, Inc.  
8465 North 90th Street, Suites 3-6  
Pima Center  
Scottsdale AZ 85258




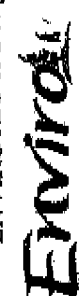
American Pad & Paper LLC  
3101 E. President George Bush Freeway, Suite 200  
Richardson, TX 75082

Esselte Holdings Inc.  
225 Broadhollow Road, Suite 300  
Melville, New York 11747


**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**


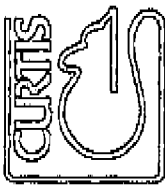
Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	ACCUFIL	American Pad & Paper LLC	75-477,427	4/30/1998	2,284,117	10/5/1999
United States	AMPAD	American Pad & Paper LLC	73-002,968	10/9/1973	1,027,904	12/23/1975
United States	AMPAD & Design 	American Pad & Paper LLC	76-696,638	4/2/2009		
United States	AMPAD and Design 	American Pad & Paper LLC	75-798,807	9/14/1999	2,589,057	7/2/2002
United States	AMPAD BE EXCEEDING EXPECTATIONS EVERY DAY & Design 	American Pad & Paper LLC	78-394,542	4/1/2004	3,042,702	1/10/2006

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	AMPAD SINCE 1888 AMERICA'S FIRST AMERICA'S FINEST and Design 	American Pad & Paper LLC	76-696,637	4/2/2009		
United States	CONFIDENTIAL	American Pad & Paper LLC	73-665,370	6/8/1987	1,472,269	1/12/1988
United States	DESIGN ONLY 	American Pad & Paper LLC	75-477,428	4/30/1998	2,246,161	5/18/1999
United States	DESIGN ONLY 	American Pad & Paper LLC	74-068,429	6/12/1990	1,669,893	12/24/1991
United States	DUAL-PAD	American Pad & Paper LLC	74-039,416	3/19/1990	1,639,070	3/26/1991
United States	EFFICIENCY	American Pad & Paper LLC	72-021,666	12/27/1956	634,473	11/12/1957
United States	EMBASSY	American Pad & Paper LLC	73-730,835	5/26/1988	1,517,994	12/27/1988
United States	EMBASSY	American Pad & Paper LLC	73-598,911	5/15/1986	1,444,074	6/23/1987
United States	ENVIROTEC & Design 	American Pad & Paper LLC	76-696,636	4/2/2009	3,700,639	10/27/2009
United States	EVIDENCE	American Pad & Paper LLC	72-205,558	11/5/1964	796,402	9/21/1965
United States	EXTREME COLORS	American Pad & Paper LLC	75-477,429	4/30/1998	2,251,459	6/8/1999
United States	FASTSTRIP	American Pad & Paper LLC	76-697,964	6/19/2009	3,726,998	12/22/2009



[Trademark Security Agreement]

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	GOLD FIBRE	American Pad & Paper LLC	73-248,940	2/4/1980	1,186,672	1/19/1982
United States	GREEN CYCLE	American Pad & Paper LLC	74-156,568	4/12/1991	1,696,038	6/23/1992
United States	GREEN CYCLE	American Pad & Paper LLC	74-039,148	3/16/1990	1,629,147	12/25/1990
United States	HANGLINE	American Pad & Paper LLC	76-692,631	9/8/2008	3,734,559	1/5/2010
United States	NOTE-PERFECT	American Pad & Paper LLC	73-586,886	3/7/1986	1,411,275	9/30/1986
United States	PC PAPERS	American Pad & Paper LLC	75-294,848	7/7/1997	2,400,752	10/27/1998
United States	REGAL MILLS	American Pad & Paper LLC	75-688,551	4/21/1999	2,400,949	10/31/2000
United States	SAFESEAL	American Pad & Paper LLC	76-655,891	3/1/2006	3,315,149	10/23/2007
United States	SAFESEAL and Design 	American Pad & Paper LLC	76-655,954	3/2/2006	3,315,150	10/23/2007
United States	SELECTAB	American Pad & Paper LLC	76-700,620	12/1/2009		
United States	SIMPLY SAFE	American Pad & Paper LLC	76-697,588	5/27/2009		
United States	SOFT SCENES	American Pad & Paper LLC	78-296,733	9/5/2003	3,096,352	5/23/2006
United States	STYLE FOLDER	American Pad & Paper LLC	78-142,723	7/10/2002	2,783,304	11/11/2003
United States	TAKKERS	American Pad & Paper LLC	76-674,792	3/29/2007	3,550,581	12/23/2008
United States	TAKKONS	American Pad & Paper LLC	76-674,791	3/29/2007	3,550,580	12/23/2008
United States	TUFF PAD	American Pad & Paper LLC	78-319,113	10/23/2003	3,071,798	3/21/2006





[Trademark Security Agreement]

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	VELOXX	American Pad & Paper LLC	77-763,273	6/18/2009		
United States	WIRELOCK	American Pad & Paper LLC	73-485,304	6/15/1984	1,323,236	3/5/1985
United States	BEYOND FOLDERS BEYOND FOLDERS	Esselte Corporation (New York Corp.)	77-939194	2/18/2010		
United States	BOORUM & PEASE (Stylized) Boorum & Pease	Esselte Corporation (New York Corp.)	76-697044	4/23/2009	3,724,118	12/15/2009
United States	CENTURY CRAFT and Design 	Esselte Corporation (New York Corp.)	76-519371	6/4/2003	2,901,263	11/9/2004
United States	COMBIFILE	Esselte Corporation (New York Corp.)	77-377361	1/22/2008	3,570,712	2/3/2009
United States	COMBIFILE	Esselte Corporation (New York Corp.)	73-755363	10/3/1988	1,578,951	1/23/1990
United States	COPYCADDY (Stylized) <b>CopyCaddy</b>	Esselte Corporation (New York Corp.)	78-810739	2/9/2006	3,187,012	12/19/2006
United States	COPYSAFE	Esselte Corporation (New York Corp.)	73-706102	1/19/1988	1,630,617	1/8/1991
United States	CURTIS	Esselte Corporation (New York Corp.)	74-323228	10/19/1992	1,790,043	8/31/1993
United States	CURTIS	Esselte Corporation (New York Corp.)	74-377863	4/12/1993	1,810,622	12/14/1993
United States	CURTIS and Design 	Esselte Corporation (New York Corp.)				
United States	DECOFILE (Stylized) <b>DecoFile</b>	Esselte Corporation (New York Corp.)	73-834236	10/27/1989	1,624,790	11/27/1990

[Trademark Security Agreement]

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	DECOFLEX (Stylized) <b>DecoFlex</b>	Esselte Corporation (New York Corp.)	74-214382	10/18/1991	1,713,590	9/8/1992
United States	DECORACK (Stylized) <b>DecoRack</b>	Esselte Corporation (New York Corp.)	74-214381	10/18/1991	1,713,589	9/8/1992
United States	DECORACK JR. (Stylized) <b>DecoRack Jr.</b>	Esselte Corporation (New York Corp.)	73-781110	2/16/1989	1,565,890	11/14/1989
United States	DESIGNED BY YOU Designed by You	Esselte Corporation (New York Corp.)	77-668918	2/12/2009	3,710,483	11/10/2009
United States	DOUBLE STUFF DOUBLE STUFF	Esselte Corporation (New York Corp.)	76-661431	6/12/2006	3,294,520	9/18/2007
United States	DUO-TANG <b>DUO-TANG</b>	Esselte Corporation (New York Corp.)	78-576754	2/28/2005	3,097,671	5/30/2006
United States	EARTH CARE and Design 	Esselte Corporation (New York Corp.)	77-469143	5/8/2008	3,702,654	10/27/2009
United States	EARTH IN MIND EARTH IN MIND	Esselte Corporation (New York Corp.)	77-476652	5/16/2008		
United States	EARTHWISE	Esselte Corporation (New York Corp.)	74-061142	5/21/1990	1,695,318	6/16/1992
United States	EARTHWISE	Esselte Corporation (New York Corp.)	74-105645	10/15/1990	1,690,799	6/2/1992
United States	EARTHWISE BRAND and Design 	Esselte Corporation (New York Corp.)	74-097670	9/17/1990	1,672,574	1/21/1992

[Trademark Security Agreement]

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	EARTHWISE BRAND and Design 	Esselte Corporation (New York Corp.)	74-105643	10/15/1990	1,697,578	6/30/1992
United States	EARTHWISE BRAND and Design 	Esselte Corporation (New York Corp.)	74-105646	10/15/1990	1,672,578	1/21/1992
United States	EARTHWISE BRAND and Design 	Esselte Corporation (New York Corp.)	74-105806	10/15/1990	1,668,485	12/17/1991
United States	EARTHWISE BRAND and Design 	Esselte Corporation (New York Corp.)	74-216070	10/28/1991	1,715,661	9/15/1992
United States	FILE PINK FOR A CAUSE	Esselte Corporation (New York Corp.)	76-691895	8/7/2008		
United States	FLIP FILES	Esselte Corporation (New York Corp.)	75-561437	9/29/1998	2,315,944	2/8/2000
United States	FROM TO DO... TO DONE	Esselte Corporation (New York Corp.)	76-608387	8/23/2004	3,022,648	12/6/2005
United States	GRIPLOCK (Stylized) <b>Griplock</b>	Esselte Corporation (New York Corp.)	75-679418	4/12/1999	2,530,303	1/15/2002
United States	HANGSTRONG (Stylized) HangStrong	Esselte Corporation (New York Corp.)	76-689624	5/13/2008		
United States	I HATE FILING CLUB	Esselte Corporation (New York Corp.)	76-638434	5/12/2005	3,087,091	5/2/2006

[Trademark Security Agreement]



Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	I ORG3 and Design <b>I:Org3</b>	Esselte Corporation (New York Corp.)	77-893615	12/15/2009		
United States	I ORG	Esselte Corporation (New York Corp.)	77-842405	10/6/2009		
United States	I ORG (Stylized) <b>I-ORG</b>	Esselte Corporation (New York Corp.)	77-725226	4/29/2009		
United States	I ORGANIZE	Esselte Corporation (New York Corp.)	77-849518	10/15/2009		
United States	I ORGANIZE (Stylized)	Esselte Corporation (New York Corp.)	77-656856	1/26/2009	3,716,792	11/24/2009
United States	I-Organize	Esselte Corporation (New York Corp.)	77-649469	1/14/2009	3,657,620	7/21/2009
United States	INFOPOCKET	Esselte Corporation (New York Corp.)	72-174226	8/1/1963	791,421	6/22/1965
United States	ISLAND BRAND (Stylized) <i>Island Brand</i>	Esselte Corporation (New York Corp.)	74-304203	8/14/1992	1,780,701	7/6/1993
United States	LASER-LINK (Stylized) <b>LASER-LINK</b>	Esselte Corporation (New York Corp.)	75-357122	9/15/1997	2,286,272	10/12/1999
United States	LASERVIEW (Stylized) <b>LASER VIEW</b>	Esselte Corporation (New York Corp.)	72-096352	5/31/1960	734,195	7/10/1962
United States	LESSPACE (Stylized) <b>LESSPACE</b>	Esselte Corporation (New York Corp.)	76-699045	8/19/2009		
United States	LIFT TAB (Stylized) <b>LIFT TAB</b>	Esselte Corporation (New York Corp.)	78-961913	8/28/2006	3,227,986	4/10/2007
United States	MAXBIZADVANTAGE	Esselte Corporation (New York Corp.)	73-820632	8/21/1989	1,607,282	7/24/1990
United States	MEDIAMATE	Esselte Corporation (New York Corp.)				

[Trademark Security Agreement]

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	MY STUFF LABEL BANDZ <small>MY STUFF LABEL BANDZ</small>	Esselte Corporation (New York Corp.)	76-681206	8/27/2007	3,612,821	4/28/2009
United States	ON THE GO	Esselte Corporation (New York Corp.)	76-657050	3/17/2006	3,261,705	7/10/2007
United States	OXFORD (Stylized) <i>Oxford</i>	Esselte Corporation (New York Corp.)	71-117125	4/2/1919	130,874	5/4/1920
United States	OXFORD (Stylized) <i>Oxford</i>	Esselte Corporation (New York Corp.)	71-589467	12/16/1949	540,785	4/10/1951
United States	OXFORD (Stylized) <i>Oxford</i>	Esselte Corporation (New York Corp.)	72-448582	2/12/1973	993,065	9/10/1974
United States	OXFORD (Stylized) <i>Oxford</i>	Esselte Corporation (New York Corp.)	73-738797	7/8/1988	1,526,883	2/28/1989
United States	OXFORD (Stylized) <i>Oxford</i>	Esselte Corporation (New York Corp.)	73-741197	7/8/1988	1,553,701	8/29/1989
United States	OXFORD AT HAND Oxford At Hand	Esselte Corporation (New York Corp.)	76-668300	9/25/2006	3,291,407	9/1/2007
United States	OXFORD COPYKEEPER (Stylized) <i>CopyKeeper</i>	Esselte Corporation (New York Corp.)	73-808453	6/22/1989	1,602,205	6/19/1990
United States	OXFORD DECOPOUCH (Stylized) <small>Oxford DecoPouch</small>	Esselte Corporation (New York Corp.)	74-238236	1/17/1992	1,721,907	10/6/1992
United States	OXFORD IRONHIDE	Esselte Corporation (New York Corp.)	74-239594	1/23/1992	1,725,617	10/20/1992
United States	OXFORD PLUS and Design <i>Oxford</i> <sup>plus</sup>	Esselte Corporation (New York Corp.)	74-277860	5/21/1992	1,752,520	2/16/1993
United States	OXFORD PORTFILE (Stylized) <i>Oxford PortFile</i>	Esselte Corporation (New York Corp.)	74-291327	7/6/1992	1,756,812	3/9/1993

[Trademark Security Agreement]

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	OXFORD YOURSTYLE (Stylized) Oxford YourStyle	Esselte Corporation (New York Corp.)	76-689636	5/14/2008	3,602,948	4/7/2009
United States	PANORAMA (Stylized) <b>Panorama</b>	Esselte Corporation (New York Corp.)	73-731828	5/31/1988	1,595,273	5/8/1990
United States	PENDAFLEX	Esselte Corporation (New York Corp.)	71-434289	7/24/1940	383,829	12/24/1940
United States	PENDAFLEX and Design <b>Pendaflex</b>	Esselte Corporation (New York Corp.)	78-319147	10/27/2003	3,249,929	6/5/2007
United States	PENDAFLEX DIVIDE IT UP PENDAFLEX DIVIDE IT UP	Esselte Corporation (New York Corp.)	76-698746	7/31/2009		
United States	PENDAFLEX FILE FLAG Pendaflex File Flag	Esselte Corporation (New York Corp.)	76-645349	8/22/2005	3,230,349	4/17/2007
United States	PENDAFLEX PILESMART PENDAFLEX PILESMART	Esselte Corporation (New York Corp.)	76-657216	3/24/2006	3,195,582	1/9/2007
United States	PENDAFLEX PILESMART and Design <b>Pendaflex</b> PileSmart	Esselte Corporation (New York Corp.)	76-666718	9/28/2006	3,229,033	4/17/2007
United States	READY-TAB (Stylized) <b>Ready-Tab</b>	Esselte Corporation (New York Corp.)	76-548360	9/15/2003	2,878,989	8/31/2004
United States	RITE-DOWN (Stylized) <b>Rite-Down</b>	Esselte Corporation (New York Corp.)	73-823310	9/5/1989	1,594,198	5/1/1990
United States	SORT-ALL and Design <b>SORT-ALL</b>	Esselte Corporation (New York Corp.)	72-001189	1/23/1956	637,750	11/27/1956
United States	STASH-IT BINDER POCKET	Esselte Corporation (New York Corp.)	75-802535	9/20/1999	2,458,483	6/5/2001
United States	SUREHOOK	Esselte Corporation (New York Corp.)	77-732967	5/8/2009		
United States	SUREHOOK TECHNOLOGY	Esselte Corporation (New York Corp.)	77-732979	5/8/2009		


[Trademark Security Agreement]

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	VAN-GO	Esselte Corporation (New York Corp.)	72-376010	11/13/1970	942,802	9/12/1972
United States	INFOPOCKET	Esselte Corporation (New York Corp.)	77-649469	1/14/2009	3,657,620	5/5/2009
United States	INFOPOCKET	Esselte Corporation (New York Corp.)	72-174226	8/1/1963	791,421	6/22/1965
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United States	LESSPACE (Stylized) LESSPACE	Esselte Corporation (New York Corp.)	76-699045	8/19/2009		
United States	LIFT TAB (Stylized) LIFT TAB	Esselte Corporation (New York Corp.)	78-961913	8/28/2006	3,227,986	4/10/2007
United States	MAXBIZADVANTAGE	Esselte Corporation (New York Corp.)	73-820632	8/21/1989	1,607,282	7/24/1990
United States	MEDIAMATE	Esselte Corporation (New York Corp.)	76-681206	8/27/2007	3,612,821	4/28/2009
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United States	ON THE GO	Esselte Corporation (New York Corp.)	71-117125	4/2/1919	130,874	5/4/1920
United States	OXFORD (Stylized) <i>Oxford</i>	Esselte Corporation (New York Corp.)	71-589467	12/16/1949	540,785	4/10/1951
United States	OXFORD (Stylized) <i>Oxford</i>	Esselte Corporation (New York Corp.)	72-448582	2/12/1973	993,065	9/10/1974
United States	OXFORD (Stylized) <i>Oxford</i>	Esselte Corporation (New York Corp.)				


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United States	OXFORD (Stylized) <b>Oxford</b>	Esselte Corporation (New York Corp.)	73-741197	7/8/1988	1,553,701	8/29/1989
United States	OXFORD AT HAND Oxford At Hand	Esselte Corporation (New York Corp.)	76-668300	9/25/2006	3,291,407	9/11/2007
United States	OXFORD AT HAND (Stylized) OXFORD AT HAND	Esselte Corporation (New York Corp.)	76-631705	2/22/2005	3,234,020	4/24/2007
United States	OXFORD COPYKEEPER (Stylized) <b>copykeeper</b>	Esselte Corporation (New York Corp.)	73-808453	6/22/1989	1,602,205	6/19/1990
United States	OXFORD DECOPOUCH (Stylized) <small>Oxford DecoPouch</small>	Esselte Corporation (New York Corp.)	74-238236	1/17/1992	1,721,907	10/6/1992
United States	OXFORD IRONHIDE	Esselte Corporation (New York Corp.)	74-239594	1/23/1992	1,725,617	10/20/1992
United States	OXFORD PLUS and Design <b>Oxford</b>	Esselte Corporation (New York Corp.)	74-277860	5/21/1992	1,752,520	2/16/1993
United States	OXFORD PORTFILE (Stylized) <b>Oxford PortFile</b>	Esselte Corporation (New York Corp.)	74-291327	7/6/1992	1,756,812	3/9/1993
United States	OXFORD YOURSTYLE (Stylized) <small>Oxford YourStyle</small>	Esselte Corporation (New York Corp.)	76-689636	5/14/2008	3,602,948	4/7/2009
United States	PANORAMA (Stylized) <b>Panorama</b>	Esselte Corporation (New York Corp.)	73-731828	5/31/1988	1,595,273	5/8/1990
United States	PENDAFLEX	Esselte Corporation (New York Corp.)	71-434289	7/24/1940	383,829	12/24/1940
United States	PENDAFLEX and Design <b>PendaFlex</b>	Esselte Corporation (New York Corp.)	78-319147	10/27/2003	3,249,929	6/5/2007
United States	PENDAFLEX DIVIDE IT UP	Esselte Corporation (New York Corp.)	76-698746	7/31/2009		

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Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	PENDAFLEX FILE FLAG <small>Penaflex File Flag</small>	Esselte Corporation (New York Corp.)	76-645349	8/22/2005	3,230,349	4/17/2007
United States	SUREHOOK TECHNOLOGY	Esselte Corporation (New York Corp.)	77-732979	5/8/2009		
United States	READY-TAB (Stylized) <b>Ready-Tab</b>	Esselte Corporation (New York Corp.)	76-548360	9/15/2003	2,878,989	8/31/2004
United States	RITE-DOWN (Stylized) <b>Rite-Down</b>	Esselte Corporation (New York Corp.)	73-823310	9/5/1989	1,594,198	5/1/1990
United States	SORT-ALL and Design 	Esselte Corporation (New York Corp.)	72-001189	1/23/1956	637,750	11/27/1956
United States	CREATE AND CUT	Xyron, Inc. (Arizona Corp.)	76-676179	4/30/2007	3,383,462	2/12/2008
United States	CREATE-A-STICKER	Xyron, Inc. (Arizona Corp.)	75-936820	3/7/2000	2,705,820	4/15/2003
United States	CREATOPIA	Xyron, Inc. (Arizona Corp.)	76-696981	4/21/2009		
United States	DESIGN DISC Design Disc	Xyron, Inc. (Arizona Corp.)	76-655377	2/21/2006	3,226,483	4/10/2007
United States	DESIGN RUNNER (Stylized) Design Runner	Xyron, Inc. (Arizona Corp.)	76-651791	12/13/2005	3,214,557	3/6/2007
United States	EVERYDAY STORIES (Stylized) <small>EVERYDAY STORIES</small>	Xyron, Inc. (Arizona Corp.)	76-670764	12/26/2006	3,405,942	4/1/2008
United States	EZLAMINATOR	Xyron, Inc. (Arizona Corp.)	76-266325	6/4/2001	2,690,056	2/25/2003
United States	GET INTO THE STREAM!	Xyron, Inc. (Arizona Corp.)	76-437721	8/2/2002	2,977,027	7/26/2005
United States	LEGACIES	Xyron, Inc. (Arizona Corp.)	78-274489	7/15/2003	2,955,709	5/24/2005
United States	PREVIEW	Xyron, Inc. (Arizona Corp.)	78-274530	7/15/2003	2,914,519	12/28/2004

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Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	STICKY SPOTS	Xyron, Inc. (Arizona Corp.)	76-494692	2/19/2003	2,878,557	8/31/2004
United States	WISHBLADE	Xyron, Inc. (Arizona Corp.)	78-453366	7/20/2004	2,992,537	9/6/2005
United States	X PRODUCT DEVELOPMENT and Design	Xyron, Inc. (Arizona Corp.)	76-441938	8/16/2002	2,781,488	11/1/2003
						
	Product Development					
United States	X XYRON and Design.	Xyron, Inc. (Arizona Corp.)	75-639869	2/12/1999	2,368,012	7/18/2000
United States	<b>XYRON</b>					
United States	X XYRON BORDER PATTERNZ and Design.	Xyron, Inc. (Arizona Corp.)	77-777184	7/9/2009		
	<b>XYRON</b> Border Patternz					
United States	X XYRON PATTERNZ and Design	Xyron, Inc. (Arizona Corp.)	77-777183	7/9/2009		
United States	<b>XYRON</b> Patternz					
United States	X XYRON PRO and Design	Xyron, Inc. (Arizona Corp.)	77-770439	6/29/2009		
United States	<b>XYRONPRO</b>					
United States	XYRON	Xyron, Inc. (Arizona Corp.)	75-639870	2/12/1999	2,368,013	7/18/2000
United States	XYRON 5" OFFICE STATION	Xyron, Inc. (Arizona Corp.)	76-695833	2/17/2009	3,690,933	10/6/2009
United States	XYRON BORDER PATTERNZ	Xyron, Inc. (Arizona Corp.)	77-762687	6/18/2009		
United States	XYRON PATTERNZ	Xyron, Inc. (Arizona Corp.)	77-762684	6/18/2009		
United States	DESK FREE	Eselle Business Corporation (New York Corp.)	76-632150	2/25/2005	3,216,177	3/6/2007
	DESK FREE					

[Trademark Security Agreement]

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
United States	OXFORD AT HAND (Stylized) OXFORD AT HAND	Esselte Business Corporation (New York Corp.)	76-631705	2/22/2005	3,234,020	4/24/2007

**Trademark Licenses**

License Agreement dated January 1, 2007 by and between Esselte IPR AB, a company organized under the laws of the kingdom of Sweden, and Esselte Corporation, a New York corporation.

[Trademark Security Agreement]



[Execution]

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7<sup>th</sup> day of June, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), a Massachusetts corporation ("WCFC"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Esselte Corporation, a New York corporation ("Esselte"), Xyron, Inc., an Arizona corporation ("Xyron"), American Pad & Paper LLC, a Delaware limited liability company ("Ampad"), and together with Esselte and Xyron, individually each, a "US Borrower" and collectively, "US Borrowers"), Esselte Canada Inc., a federal corporation organized under the laws of Canada ("Canadian Borrower"), and together with US Borrowers, individually each, a "Borrower" and collectively, "Borrowers"), Agent, and the lenders party thereto (individually each, a "Lender" and collectively, the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of June 7, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule L;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to

receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License except to the extent that such Intellectual Property License is an Excluded Asset.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that

[Trademark Security Agreement]

are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]

[Trademark Security Agreement]

**TRADEMARK  
REEL: 004220 FRAME: 0917**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ESSELTE CORPORATION

By: [Signature]  
Name: William W. Chastain, Jr.  
Title: Senior Vice President

XYRON, INC.

By: [Signature]  
Name: William W. Chastain, Jr.  
Title: Treasurer

AMERICAN PAD & PAPER LLC

By: [Signature]  
Name: William W. Chastain, Jr.  
Title: Secretary

ESSELTE HOLDINGS INC.

By: [Signature]  
Name: William W. Chastain, Jr.  
Title: President

[SIGNATURES CONTINUED ON NEXT PAGE]

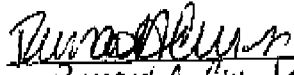
[Trademark Security Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND)

By:   
Name: Richard A. Gino, Jr.  
Title: VP

[Trademark Security Agreement]