

## 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>  <u>Esselte Corporation</u>  <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"/> Limited Liability Company Citizenship: <u>NY</u> Execution Date(s) <u>August 28, 2012</u> Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b>  Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Wells Fargo Capital Finance, LLC</u>  Internal Address:  Street Address: <u>100 Park Avenue, 14<sup>th</sup> Floor</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 type="checkbox"/> Corporation Citizenship: <input checked="" type="checkbox"/> Limited Liability Company Citizenship: <u>DE</u>  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)	
<b>3. Nature of conveyance:</b>  <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 Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</b>			
<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Susan O'Brien</u>  Internal Address: <u>QT Lien Solutions</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@wolterskluwer.com</u>		<b>6. Total number of applications and registrations involved:</b> <u>13 US Marks</u>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>340.00</u></b> <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>1640</u> Expiration Date <u>10/13</u>  b. Deposit Account Number Authorized User Name:	
<b>9. Signature:</b> <u>Kareem Ansley</u> Signature  Kareem Ansley Name of Person Signing		September 14, 2012 Date Total number of pages including cover sheet, attachments, and document: <u>9</u>	

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

OP \$340.00 8523236

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names of additional conveying parties:

Xyron, Inc., an Arizona corporation  
American Pad & Paper LLC, a Delaware limited liability company

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

**Trademark Registrations/Applications**

Jurisdiction	Trademark	Record Owner	App. No.	Filing Date	Reg. No.	Reg. Date
USA	AMPAD ("A" design)	Ampad	76/696638	4/2/2009	3,761,975	3/23/2010
USA	Pendaflex PileSmart	Esselte Corporation	76/618189	10/27/2004	3107395	6/20/2006
USA	Earthwise & Logo (new)	Esselte Corporation	85/219004	1/17/2011	4,122,803	4/3/2012
USA	Touched By Genius	Esselte Corporation	85/232366	2/2/2011		
USA	Touched By Genius	Esselte Corporation	85/283259	3/31/2011		
USA	Oxford Divide It Up	Esselte Corporation	85/654336	6/18/2012		
USA	Sure Seal	Esselte Corporation	76/709226	9/28/2011		
USA	Sure Seal (design)	Esselte Corporation	76/711481	5/14/2012		
USA	Ampad Versa	Esselte Corporation	76/709228	9/28/2011		
USA	Simple Sort	Esselte Corporation	76/709227	9/28/2011		
USA	Ampad Quickflip	Esselte Corporation	76/709229	9/28/2011		
USA	Tag Tamer	Esselte Corporation	85/615477	5/3/2012		
USA	"X" design	Xyron, Inc.	85/217986	1/14/2011	4,036,396	10/4/2011

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28<sup>th</sup> day of August, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, successor by merger to Wachovia Capital Finance Corporation (New England), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated 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 Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Trademark Security Agreement dated June 7, 2010, by and among Grantors and Agent (the "Existing Trademark Agreement"), Grantors granted to Agent a valid security interest in all of Grantors' then existing or thereafter acquired trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and certain other trademark collateral, including, but not limited to, all of the foregoing described in Schedule I to the Existing Trademark Agreement;

WHEREAS, Grantors, in addition to being the owners of the entire right, title and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Schedule I to the Existing Trademark Agreement, have also adopted, used and are using, and are also the owners of the entire right, title, and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A hereto and made a part hereof (collectively, the "New Trademarks");

WHEREAS, the Lenders 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 Amended and Restated Security Agreement, dated as of August 28, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, in order to induce Agent and Lenders to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant to the Credit

Agreement, Grantors hereby acknowledge and reaffirm the security interests heretofore granted by Grantors to Agent pursuant to the Existing Trademark Agreement and, as a supplement thereto, have agreed to confirm the grant to Agent of certain collateral security as set forth herein.

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. In addition, and not in limitation, of the security interests and other interests granted to Agent pursuant to the Existing Trademark Agreement, each Grantor hereby unconditionally confirms and reaffirms the prior grant thereof to Agent pursuant to the Existing Trademark Agreement, and 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 I;

(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.

Each of the Grantors irrevocably acknowledges and agrees that (a) the claims and interests of the Agent, the Lender Group and the Bank Product Providers, on the one hand, and the Term Loan Agent and Term Loan Lenders, on the other hand, are not "substantially similar" within the meaning of Section 1122 of the Bankruptcy Code, or any comparable provision of any other similar Federal, state or foreign law for the relief of debtors, (b) the grants of the Liens to secure the Secured Obligations and the grants of the Liens to secure the Term Loan Indebtedness constitute two separate and distinct grants of Liens, and (c) the rights of the Agent, Lender Group and Bank Product Providers in the Trademark Collateral are fundamentally different from the rights of the Term Loan Agent and Term Loan Lenders rights in the Trademark Collateral.

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 trademarks 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 Trademark 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 Trademark 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 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 TRADEMARK 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 TRADEMARK 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.


11. The priority of the Liens granted to the Agent pursuant to this Trademark Security Agreement in any Trademark Collateral and the exercise of any right or remedy with respect to any Trademark Collateral hereunder or any other Loan Document are subject to the provisions of the Term Loan Intercreditor Agreement. In the event of any inconsistency between the terms of this Trademark Security Agreement and the terms of the Term Loan Intercreditor Agreement, the terms of the Term Loan Intercreditor Agreement shall control.

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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:

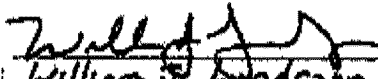
ESSELTE CORPORATION

By:   
Name: William J. Burdzy  
Title: Senior VP

XYRON, INC.

By:   
Name: William J. Burdzy  
Title: Secretary

AMERICAN PAD & PAPER LLC

By:   
Name: William J. Burdzy  
Title: Senior VP

[SIGNATURES CONTINUED ON NEXT PAGE]

[Supplemental Trademark Security Agreement (Esselte)]



[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE,  
LLC, successor by merger to Wachovia  
Capital Finance Corporation (New England)

By: *Guido Cuomo*  
Name: Guido CUOMO  
Title: i.p.

[Supplemental Trademark Security Agreement (Baselite)]