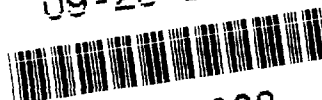


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☐ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☒ Other Collateral Agreement

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☐ Departmental File

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Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Velobind, Incorporated

Execution Date  
Month Day Year  
1/11/02

Name (line 2)

Second Party

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Harris Trust and Savings Bank, as Agent

Name (line 2)

Address (line 1) 111 West Monroe Street

Address (line 2)

Address (line 3) Chicago

City

Illinois

State/Country

60603

Zip Code

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Area Code and Telephone Number

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**Patent Application Number(s)**

See Schedule A-1 attached

**Patent Number(s)**

See Schedule A-1 Attached

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

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PCT

PCT

PCT

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**Number of Properties**

Enter the total number of properties involved.

#

37

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 1480

Method of Payment:  
Deposit Account

Enclosed ☐

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐

**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. Charges to deposit account are authorized, as indicated herein.

Roberta Termine

Name of Person Signing

Roberta Termine

Signature

1/15/02

Date

**SCHEDULE A-1****TO PATENT COLLATERAL AGREEMENT****U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS**

OWNER	U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
General Binding Corporation	6,153,298 Utility	Thermal laminating film for digital printed substrates	11/28/00 <sup>1</sup>
General Binding Corporation	5,561,356 Utility	Shredder motor circuit with power factor correction	10/01/96 <sup>2</sup>
General Binding Corporation	D450,348 Design	Combined display board and writing instrument	11/13/01 <sup>3</sup>
General Binding Corporation	D449,340 Design	Combined display board and writing instrument	10/16/01 <sup>4</sup>
General Binding Corporation	D443,294 Design	Paper cutter	06/05/01 <sup>5</sup>
General Binding Corporation	D439,444 Design	Display and storage rack	03/27/01 <sup>6</sup>
General Binding Corporation	6,202,974 Utility	Portable easel with adjustable board support	03/20/01 <sup>7</sup>
General Binding Corporation	6,079,645 Utility	Desktop shredders	06/27/00 <sup>8</sup>
General Binding Corporation	D425,548 Design	Trimmer	05/23/00 <sup>9</sup>
General Binding Corporation	5,988,542 Utility	Document shredding devices	11/23/99 <sup>10</sup>
Velobind, Incorporated	4,739,891 Utility	Plastic bottle cap having foil neck seal	04/26/88 <sup>11</sup>
Velobind, Incorporated	D295,192 Design	Hand-operated paper punch	04/12/88 <sup>12</sup>

OWNER	U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED	
General Binding Corporation	5,143,250 Utility	Desk caddy for refillably dispensing self-sticking fan-folded notepaper featuring vertically moveable platform on tracking means	09/01/92	13
General Binding Corporation	D328,099 Design	Combined card file, note pad holder and desk caddy	07/21/92	14
General Binding Corporation	D325,397 Design	Combined card file, adhesive note dispenser and desk caddy	04/14/92	15
General Binding Corporation	D323,533 Design	Card file	01/28/92	16
General Binding Corporation	D319,471 Design	Telephone list finder	08/27/91	17
General Binding Corporation	D318,407 Design	Plier stapler	07/23/91	18
General Binding Corporation	D317,180 Design	Desk caddy	05/28/91	19
General Binding Corporation	D312,661 Design	Swivel card file	12/04/90	20
General Binding Corporation	D308,700 Design	Covered card file	06/19/90	21
General Binding Corporation	4,790,440 Utility	Revolving file with swivel base	12/13/88	22
General Binding Corporation	5,913,615 Utility	Open-closed sign structure	06/22/99	23
General Binding Corporation	D408,179 Design	Board holder or support	04/20/99	24
General Binding Corporation	5,704,147 Utility	Magnetic letter boards and letters	01/06/98	25

OWNER	PENDING U.S. PATENT APPLICATION NOS.	TITLE OF APPLICATION	FILING DATE
General Binding Corporation	60/341173 Utility	Transportation system for sheet delivery between paper processing equipment	12/13/01
General Binding Corporation	PCT/ US0034056 Utility	Binding apparatus	12/15/00
General Binding Corporation	PCT/ US0106362 Utility	Binding element stacking structure	02/28/01
General Binding Corporation	29/140143 Utility	Bulletin board and frame	
General Binding Corporation	29/140145 Utility	Bulletin board and frame	
General Binding Corporation	29/140141 Utility	Bulletin board corner	
General Binding Corporation	29/140142 Utility	Bulletin board paper holder	
General Binding Corporation	29/140144 Utility	Bulletin board tray	
General Binding Corporation	29/129,103 Design	Paper cutter	
General Binding Corporation	29/033,888 Design	Stapler	
General Binding Corporation	09/799,830 Utility	Dry erase and tack display board having no frame (Tackwrite)	03/06/01
General Binding Corporation	29/124,191 Design	Plastic and foam display board (Tackwrite)	06/01/00

## PATENT COLLATERAL AGREEMENT

This 11th day of January, 2002, VELOBIND, INCORPORATED, a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at One GBC Plaza, Northbrook, Illinois 60062 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns as collateral, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

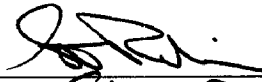
(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Patent Collateral*"), to secure performance of all Obligations as set out in that certain Security Agreement Re: Intellectual Property dated as of November 12, 1999 originally by and between Debtor, certain other debtors party thereto, and Secured Party (such Security Agreement Re: Intellectual Property as amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the Patent 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.


IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

VELOBIND, INCORPORATED

By   
Name: Steve Rubin  
Title: Vice President

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured  
Party

By   
Name: Raymond Whitaker  
Title: Managing Director

**SCHEDULE A-2**

**TO PATENT COLLATERAL AGREEMENT**

**PATENT LICENSES**

NONE