

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Micro Security Devices, Inc.	03/09/2009
RECEIVING PARTY DATA	
Name:	Acco Brands USA LLC
Street Address:	300 Tower Parkway
City:	Lincolnshire
State/Country:	ILLINOIS
Postal Code:	60069-3640
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7441431
Patent Number:	6321579
Patent Number:	5983679
Application Number:	11821463
Application Number:	11893876
CORRESPONDENCE DATA	
Fax Number:	(312)609-5005
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-609-7897
Email:	hmiller@vedderprice.com
Correspondent Name:	Holly Miller
Address Line 1:	222 North LaSalle Street - 24th Floor
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	37884.00.0015
NAME OF SUBMITTER:	Holly Miller

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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the "Assignment") effective as of March 9, 2009, is entered into by and between **MICRO SECURITY DEVICES, INC.** ("Assignor"), a California corporation, for the benefit of **ACCO BRANDS USA LLC**, a Delaware limited liability company (hereinafter "Assignee"), pursuant to the terms of the Agreement dated as of February 26, 2009 (the "Purchase Agreement") by and among Assignor and Assignee and certain other parties thereto. Capitalized terms used but not defined herein are as defined in the Purchase Agreement.

WHEREAS, Assignor is the owner of certain rights, title and interest in and to certain intangible rights and intellectual property as provided for in Section 1(a)(iv) of the Purchase Agreement, including but not limited to the patents and patent applications listed on Exhibit A hereto (the "**Intellectual Property**"); and

WHEREAS, Assignee desires to acquire and Assignor desires to transfer and assign all of its right, title and interest in and to the Intellectual Property, to Assignee.

NOW, THEREFORE, in view of good and valuable consideration, including the mutual promises, covenants and undertakings herein set forth, the value, sufficiency and receipt of which are acknowledged by the parties, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment. The Assignor hereby assigns, transfers and sets over unto Assignee all of its worldwide right, title and interest in and to the Intellectual Property and inventions claimed therein, any other patents applications directed to the inventions and any patents that may be granted thereon, and all reissues, reexaminations, and extensions thereof, together with all common-law rights of Assignor including the right to bring action and recover for past damages, if any.

2. Further Instruments. Assignor agrees to take all appropriate action and execute such additional instruments as Assignee reasonably deems necessary or desirable to vest in Assignee sole ownership and all exclusive rights, title and interest in and to the Intellectual Property and to enable Assignee to record such rights in any and all countries around the world. Assignor will communicate to Assignee, or Assignee's representatives or assigns, any facts known to Assignor relating to the Intellectual Property and will, upon request, testify in any legal proceedings, sign all lawful papers, execute all reasonably necessary additional documents, applications, declarations, oaths and any other forms of assignment for recordation of any and all facets of same in any country and generally do all other and further lawful acts reasonably deemed necessary or expedient by Assignee or by counsel for Assignee, to assist and/or to enable Assignee to implement this Assignment. Assignee shall promptly reimburse Assignor for any reasonable expenses incurred by Assignor in connection with the actions contemplated by this Section 2.

3. Governing Law. This Assignment shall be deemed to have been executed and delivered in the State of California and shall be governed by, construed, interpreted and enforced

in accordance with the laws of the State of California, without regard to any conflicts of laws principles thereof that would require the application of the laws of any other state or jurisdiction.

4. Integration; Amendment; Waiver.

(a) This Assignment, together with the Purchase Agreement, constitutes all the agreements and undertakings binding upon the respective parties hereto made with respect to the Intellectual Property. In the event that any provision of this Assignment conflicts with, or is inconsistent with, any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall control. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Purchase Agreement. For the avoidance of doubt, and without limiting the generality of the foregoing, any liability of Assignor or Assignee under this Assignment shall be subject to the limitations set forth in Section 7 of the Purchase Agreement.

(b) This Assignment may be amended only by a written agreement signed by authorized representatives of the parties. The waiver of any right under this Assignment by either party shall not be construed as a waiver of the same right at a future time or as a waiver of any other right under this Assignment.

5. Interpretation. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of this Assignment.

6. Counterparts. This Assignment may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Assignment.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Intellectual Property Assignment effective as of the date set forth above.

ASSIGNOR:

MICRO SECURITY DEVICES, INC.

By: 

Its: CEO

ASSIGNEE:

ACCO BRANDS USA LLC

By: _____

Its: _____

Notary Page to Intellectual Property Assignment

STATE OF California,
COUNTY OF Marin) SS:

I, Shauna L. Walk a Notary Public in and for the county and state aforesaid, do hereby certify that Noah Groth personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 5th day of Feb, 2009.

Shauna L. Walk
NOTARY PUBLIC

My Commission expires:

Sept 12, 2010



Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Intellectual Property Assignment effective as of the date set forth above.

ASSIGNOR:

MICRO SECURITY DEVICES, INC.

By: _____
Its: _____

ASSIGNEE:

ACCO BRANDS USA LLC


By: 
Its: Vice President + Secretary

Exhibit A

Patents

US Pat. No. 7,441,431

US Pat. No. 6,321,579

US Pat. No. 5,983,679 (currently expired for failure to pay maintenance fee)

Patent Applications

US Pat. Application No. 11/821,463, Pub. No. 2008/0006066

US Pat. Application No. 11/893,876, Pub. No. 2008/0041125

United Kingdom Pat. Application No. 712054.6

Deutschland Pat. Application No. 102007028916.4

Canada Pat. Application No. 2573650