

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)/Execution Date(s):

Essette Corporation
225 Broadhollow Road, Suite 300
Melville, NY 11747

Execution Date(s) June 7, 2010

Additional names of conveying parties attached? Yes

No

2. Name and address of receiving party(ies)

Name: Wachovia Capital Finance Corporation (New England)

Internal
Address: _____

Street Address: 12 East 49th Street

City: New York

State: NY

Country: USA

Zip: 10017

Additional names, addresses, or citizenship attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Government Interest

Executive Order 9424, confirmatory License

Other _____

4. Application or patent number(s)

This document is being filed together with a new application.

A. Patent Application No. (s)

See Attached Schedule I

B. Patent No.(s)

See Attached Schedule I

Additional numbers attached? Yes No

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany@wolterskluwers.com

6. Total number of applications and registrations involved: 91

7. Total fee (37 CFR 1.21(h) & 3.41) \$3,640-

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

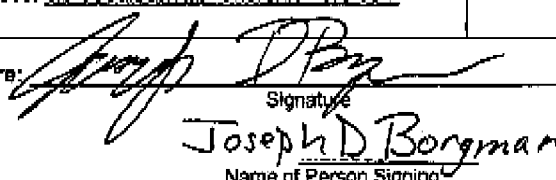
Last 4 Numbers: 5683

Expiration Date: 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:


Signature
Joseph D. Borgman
Name of Person Signing

6/8/10
Date

Total number of pages including cover sheet, attachments, and document. 12

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 \$3600.00 11453171

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

SCHEDULE I

to

PATENT SECURITY AGREEMENT

Patents

Jurisdiction	Title	Record Owner	App. No.	Filing Date	Patent No.	Issue Date
United States	Hanging File Folder Retainer	American Pad & Paper LLC	11/453,171	6/13/2006		
United States	Hanging File Folder Retaining Device	American Pad & Paper LLC	12/237,206	9/24/2008		
United States	Tri Tab Folder	American Pad & Paper LLC	12/689,651	(w/a)		
United States	Adjustable suspension system for hanging folders and package therefor	Esselte Corporation	07/927095	08/07/1992	5255798	10/26/1993
United States	Clip	Esselte Corporation	10/953882	09/29/2004		
United States	Coded file locator system	Esselte Corporation	07/718607	06/21/1991	5287414	02/15/1994
United States	Customizable folder	Esselte Corporation	12/121678	05/15/2008		
United States	Elastic band with writer/erase label	Esselte Corporation	12/188651	08/08/2008		
United States	File folder having a pocket	Esselte Corporation	08/636041	04/22/1996	5833271	11/10/1998
United States	File with high-traction surface	Esselte Corporation	10/322737	12/19/2002	6968949	11/29/2005
United States	File with positionable label	Esselte Corporation	12/538101	08/07/2009		
United States	Filing device with retractable tabs	Esselte Corporation	12/015349	01/16/2008		
United States	Folder with card-receiving recess	Esselte Corporation	12/121702	05/15/2008		
United States	Gate-flap portfolio	Esselte Corporation	29/318243	05/15/2008	D601188	9/29/2009
United States	Hand-held shredder for paper or the like	Esselte Corporation	29/300287	03/10/2008	D582469	12/9/2008
United States	Hanging laminated folder	Esselte Corporation	07/867863	04/10/1992	5275439	01/04/1994
United States	Hanging laminated folder	Esselte Corporation	07/769001	09/30/1991	5261636	11/16/1993
United States	Hanging laminated folder	Esselte Corporation	07/830805	02/04/1992	5248290	09/28/1993
United States	Index tab system	Esselte Corporation	10231926	08/29/2002	6732461	5/11/2004
United States	Long tip hanging folder rods	Esselte Corporation	07/556897	07/23/1990	5052646	10/01/1991
United States	Method for manufacturing a file folder having a pocket	Esselte Corporation	09059265	04/14/1998	6063226	5/16/2000
United States	Method of making a hanging file folder and the folder made thereby	Esselte Corporation	09285973	04/05/1999	6248050	06/19/2001
United States	Modular filing system	Esselte Corporation	11/860982	09/25/2007		
United States	Modular filing system	Esselte Corporation	12/172598	07/14/2008		
United States	Mouse pad	Esselte Corporation	07/924540	08/04/1992	D376791	12/24/1996

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Jurisdiction	Title	Record Owner	App. No.	Filing Date	Patent No.	Issue Date
United States	Multi-media storage box	Esselte Corporation	29/015656	11/23/1993	D372161	07/30/1996
United States	Nib conversion unit	Esselte Corporation	08/612266	03/07/1996	5651627	07/29/1997
United States	Out-of-phase electrical welder and process	Esselte Corporation	12/098205	04/04/2008		
United States	Positionable indexing tab	Esselte Corporation	09343059	06/29/1999	6332285	12/25/2001
United States	Printable file folder with custom label tab	Esselte Corporation	09274333	03/23/1999	6193457	02/27/2001
United States	Reinforced paper office supplies and method of making them	Esselte Corporation	07/859183	03/27/1992	5256130	10/26/1993
United States	Reinforced shelf filing folders	Esselte Corporation	07/855078	03/23/1992	5284362	02/08/1994
United States	Resilient rod feature in hanging file folder	Esselte Corporation	11/877045	10/23/2007		
United States	Stack carrier	Esselte Corporation	12/188579	08/08/2008		
United States	Tabbed file folder with corner retention elements	Esselte Corporation	12/538103	08/07/2009		
United States	Processing apparatus	Esselte Corporation	11/261933	10/31/2005	7338572	3/4/2008
United States	Binding apparatus	Esselte Corporation	09138602	08/24/1998	6102643	08/15/2000
United States	Notebook binder device with a central window	Esselte Corporation	09/027132	02/20/1998	5944352	08/31/1999
United States	Master processing apparatus	Xyron, Inc.	10660486	09/12/2003	6840298	1/11/2005
United States	High speed precision analog to digital converter	Xyron Corporation	09602596	6/22/2000	6445326	9/3/2002
United States	Zero overhead computer interrupts with task switching	Xyron Corporation	09/023333	2/13/1998	5987601	11/16/1999
United States	Adhesive transfer apparatus	Xyron, Inc.	29150026	10/31/2001	D459396	6/25/2002
United States	Adhesive transfer apparatus	Xyron, Inc.	29137891	3/2/2001	D451959	12/11/2001
United States	Adhesive transfer apparatus with take-up roll and a removable cartridge for a master processing apparatus	Xyron, Inc.	10/139397	05/07/2002	7104304	9/12/2006
United States	Adhesive transfer apparatus with take-up roll and a removable cartridge for a master processing apparatus	Xyron, Inc.	09564587	5/5/2000	6422281	7/23/2002
United States	Adhesive transfer device	Xyron, Inc.	11/368623	03/07/2006	7235151	6/26/2007
United States	Adhesive transfer device	Xyron, Inc.	10/673579	09/30/2003	7087280	8/8/2006
United States	Adhesive transfer device	Xyron, Inc.	10/339575	01/10/2003	7036545	5/2/2006
United States	Adhesive transfer device	Xyron, Inc.	10051150	01/22/2002	6660120	12/9/2003

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Jurisdiction	Title	Record Owner	App. No.	Filing Date	Patent No.	Issue Date
United States	Adhesive transfer device	Xyron, Inc.	09691042	10/19/2000	6576080	6/10/2003
United States	Adhesive transfer device	Xyron, Inc.	09798891	03/06/2001	6539997	4/1/2003
United States	Adhesive transfer device	Xyron, Inc.	09365751	08/03/1999	6335067	01/01/2002
United States	Adhesive transfer device for making repositionably adherable substrates	Xyron, Inc.	09343676	06/30/1999	6403185	06/11/2002
United States	Article laminating apparatus with operation-adjusting cartridge detection and/or improved heating and/or improved cutting	Xyron, Inc.	10146144	05/16/2002	6805179	10/19/2004
United States	Automatic pattern making apparatus	Xyron, Inc.	11670151	02/01/2007		
United States	Automatic pattern making device	Xyron, Inc.	11603195	11/22/2006		
United States	Automatic pattern making device	Xyron, Inc.	11603195	11/22/2006		
United States	Cartridgeless feed roll assembly	Xyron, Inc.	10141850	05/10/2002	6675855	1/13/2004
United States	Cutter assembly for a master processing apparatus	Xyron, Inc.	10193192	07/12/2002	6742428	6/1/2004
United States	Gauge assembly for a master processing apparatus	Xyron, Inc.	10163341	06/07/2002	6672354	1/2004
United States	Guide structure for a master processing apparatus	Xyron, Inc.	10140325	05/08/2002	6675854	1/13/2004
United States	Laminating and adhesive transfer apparatus	Xyron, Inc.	98213876	12/17/1998	RE37345	9/4/2001
United States	Laminating and adhesive transfer apparatus	Xyron, Inc.	08989513	12/12/1997	5961779	10/05/1999
United States	Laminating and adhesive transfer apparatus	Xyron, Inc.	08753921	12/03/1996	5788806	08/04/1998
United States	Laminating and adhesive transfer apparatus	Xyron, Inc.	08748982	11/14/1996	5735998	04/07/1998
United States	Laminating and adhesive transfer apparatus	Xyron, Inc.	087247003	05/20/1994	5384962	12/17/1996
United States	Laminating and adhesive transfer apparatus	Xyron, Inc.	087354222	12/12/1994	5580417	12/03/1996
United States	Master processing apparatus	Xyron, Inc.	10759709	09/30/2002	7261790	8/28/2007
United States	Master processing apparatus	Xyron, Inc.	10760528	01/21/2004	7258152	8/21/2007
United States	Master processing apparatus	Xyron, Inc.	10660481	09/12/2003	6843296	1/18/2005
United States	Master processing apparatus	Xyron, Inc.	10660630	09/12/2003	6832639	12/21/2004
United States	Master processing apparatus	Xyron, Inc.	10660480	09/12/2003	6814693	11/9/2004

Jurisdiction	Title	Record Owner	App. No.	Filing Date	Patent No.	Issue Date
United States	Master processing apparatus	Xyron, Inc.	10660487	09/12/2003	6810935	11/2/2004
United States	Master processing apparatus	Xyron, Inc.	09987484	11/14/2001	6698487	3/2/2004
United States	Master processing apparatus	Xyron, Inc.	09874369	06/06/2001	6602376	8/5/2003
United States	Master processing apparatus and cartridge therefore	Xyron, Inc.	09301563	4/29/1999	6270612	8/7/2001
United States	Master processing apparatus with an exit tray	Xyron, Inc.	09189273	11/06/1998	6244322	06/12/2001
United States	Master processing apparatus with ejector mechanism	Xyron, Inc.	10178615	06/25/2002	6779578	8/24/2004
United States	Master processing apparatus with master engaging structure for tensioning a master	Xyron, Inc.	09630560	12/03/1996	RE37758	6/25/2002
United States	Method and device for making a magnetically mountable substrate construction from a selected substrate	Xyron, Inc.	10/372,807	02-26-2003		
United States	Method for processing a substrate using pressed together supply rolls	Xyron, Inc.	10339573	01/10/2003	6773541	8/10/2004
United States	No-mask sticker maker	Xyron, Inc.	10/864799	06/10/2004	7201202	4/10/2007
United States	Sheet material cutting system and methods regarding same	Xyron, Inc.	10/983200	11/05/2004	7054708	5/30/2006
United States	Substrate processing apparatus	Xyron, Inc.	10197856	07/19/2002	6868889	3/22/2005
United States	Substrate processing apparatus having pressed together supply rolls	Xyron, Inc.	09966012	10/1/2001	6527028	3/4/2003
United States	Transfer devices	Xyron, Inc.	11/735039	04/13/2007	7610665	11/3/2009
United States	Transfer devices	Xyron, Inc.	10/761221	01/22/2004	7204287	4/17/2007
United States	Transfer materials	Xyron, Inc.	08/716360	08/03/1999	6929847	8/16/2005
United States	Transfer materials	Xyron, Inc.	10176216	06/21/2002	6746811	6/8/2004
United States	Web leader device	Xyron, Inc.	09182197	10/30/1998	6146490	11/14/2000
United States	Processing apparatus	Essekte Business Corporation	11/970759	1/8/2008		

Patent Licenses

None.

[Execution]

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 7th day of June, 2010, by and among the 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 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 the Grantors shall have executed and delivered to Agent, for the benefit of the 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 the Lender Group and the Bank Product Providers, this Patent 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 PATENT 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 Patent 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 "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and

other compensation under any Patent Intellectual Property License except to the extent that such Intellectual Property License is an Excluded Asset.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent 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 Patent 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 Patent 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 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Patent 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 Patent 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 Patent 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent 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 Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent 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 Patent 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 shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS PATENT 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 PATENT 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 PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

ESSELTE CORPORATION

By: [Signature]
Name: William D. Anderson
Title: Senior Vice President

XYRON, INC.

By: [Signature]
Name: William D. Anderson
Title: Treasurer

AMERICAN PAD & PAPER LLC

By: [Signature]
Name: Robert W. Fink
Title: Chief Financial Officer

[SIGNATURES CONTINUED ON NEXT PAGE]


[Patent Security Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND)

By: 
Name: Richard A. Christy
Title: VP

[Patent Security Agreement]