

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>National Pen Co. LLC</td> <td>11/20/2012</td> </tr> <tr> <td>NLNI LLC</td> <td>11/20/2012</td> </tr> </tbody> </table>		Name	Execution Date	National Pen Co. LLC	11/20/2012	NLNI LLC	11/20/2012						
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National Pen Co. LLC	11/20/2012												
NLNI LLC	11/20/2012												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Madison Capital Funding LLC, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>30 South Wacker Drive</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 3700</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60606</td> </tr> </table>		Name:	Madison Capital Funding LLC, as Agent	Street Address:	30 South Wacker Drive	Internal Address:	Suite 3700	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60606
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PROPERTY NUMBERS Total: 5													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>5925593</td> </tr> <tr> <td>Patent Number:</td> <td>6361839</td> </tr> <tr> <td>Patent Number:</td> <td>6943670</td> </tr> <tr> <td>Patent Number:</td> <td>D577073</td> </tr> <tr> <td>Patent Number:</td> <td>6151130</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	5925593	Patent Number:	6361839	Patent Number:	6943670	Patent Number:	D577073	Patent Number:	6151130
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CORRESPONDENCE DATA													
Fax Number:	3128637827												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	312-201-3927												
Email:	vandy.fitzpatrick@goldberg.com												
Correspondent Name:	Vandy F. Fitzpatrick, Paralegal												
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe Street												
Address Line 2:	Suite 3300												
Address Line 4:	Chicago, ILLINOIS 60603												

OP \$200.00 5925593

ATTORNEY DOCKET NUMBER:	4975.267
NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Total Attachments: 5 source=Patents#page1.tif source=Patents#page2.tif source=Patents#page3.tif source=Patents#page4.tif source=Patents#page5.tif	

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 20, 2012, by NATIONAL PEN CO. LLC, a Delaware limited liability company ("Grantor"), and NLNI LLC, a Delaware limited liability company ("NLNI" and, together with National Pen, the "Grantors" and each a "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among National Pen, as a Borrower, and National Pen Sub-Holdings, LLC, a Delaware limited liability company, as a Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents (as such term is defined in the Collateral Agreement) referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of such Patents (as such term is defined in the Collateral Agreement).

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of

itself and Lenders, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. 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.

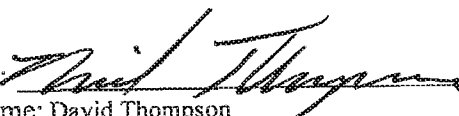
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL PEN CO. LLC, a Delaware limited liability company

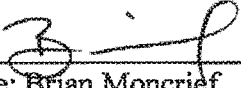
By:   
Name: David Thompson  
Title: President and Chief Executive Officer

NLNI LLC, a Delaware limited liability company

By:   
Name: David Thompson  
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:   
Name: Brian Moncrief  
Title: Senior Vice President

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**Patents and Patent Applications**

<b>Title</b>	<b>Status</b>	<b>Country</b>	<b>Number</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Grantor</b>
Hot Stamping Foil and Process	Issued	United States	5,925,593	7/31/1995	7/20/1999	National Pen Co. LLC
Hot Stamping Foil and Process	Issued	United States	6,361,839	6/8/1999	3/26/2002	National Pen Co. LLC
Writing Instrument with Display Module	Issued	United States	6,943,670	10/24/2002	9/13/2005	National Pen Co. LLC
Pen	Issued	United States	D577,073	6/5/2007	9/16/2008	National Pen Co. LLC
Print Products on Demand	Issued	United States	6,151,130	7/14/1998	11/21/2000	National Pen Co. LLC