

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the underlying security document previously recorded on Reel 029569 Frame 0234. Assignor(s) hereby confirms the Security Agreement.
CONVEYING PARTY DATA	
Name	Execution Date
ACCO Brands Corporation	08/09/2012
RECEIVING PARTY DATA	
Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5335838
Patent Number:	D670553
Application Number:	13553303
CORRESPONDENCE DATA	
Fax Number:	2127514864
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-906-1200
Email:	angela.amaru@lw.com
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP
Address Line 1:	885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	039269-0250
NAME OF SUBMITTER:	Angela M. Amaru

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PATENT
 REEL: 030406 FRAME: 0907

CH \$120.00 5335838

Signature:	/s/ Angela M. Amaru
Date:	05/13/2013
Total Attachments: 10 source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page1.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page2.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page3.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page4.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page5.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page6.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page7.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page8.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page9.tif source=ACCO CORRECTIVE PATENT FILING - BARCLAYS#page10.tif	

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PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACCO Brands Corporation	08/09/2012
RECEIVING PARTY DATA	
Name:	Barclays Bank PLC
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D660682
Patent Number:	5335838
Application Number:	29420544
Application Number:	61649619
Application Number:	61670551
Application Number:	61671519
Application Number:	13552359
Application Number:	13553303
CORRESPONDENCE DATA	
Fax Number:	4142770656
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-271-6560
Email:	mkeipdocket@michaelbest.com
Correspondent Name:	Michael Best & Friedrich LLP
Address Line 1:	100 East Wisconsin Avenue
Address Line 2:	Suite 3300

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OP \$320.00 D660682

Address Line 4: Milwaukee, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	010371-9000
NAME OF SUBMITTER:	Richard L. Kaiser
Total Attachments: 4 source=12350344_010371-9000_-_Patent_Security_Agreement_with_Barclays_Bank_PLC#page1.tif source=12350344_010371-9000_-_Patent_Security_Agreement_with_Barclays_Bank_PLC#page2.tif source=12350344_010371-9000_-_Patent_Security_Agreement_with_Barclays_Bank_PLC#page3.tif source=12350344_010371-9000_-_Patent_Security_Agreement_with_Barclays_Bank_PLC#page4.tif	

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ANNEX B to
U.S. SECURITY AGREEMENT

FORM OF PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 9, 2012 (the "Patent Security Agreement"), made by each of the undersigned assignors (individually, an "Assignor", and, collectively, the "Assignors") in favor of Barclays Bank PLC, as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignors are party to that certain U.S. Security Agreement dated as of August 1, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") in favor of the Assignee pursuant to which the Assignors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to each Assignor, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby makes covenants and agrees with the Assignee for the benefit of the Secured Parties as follows:

SECTION 1. *Defined Terms.* Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Patent Security Agreement, the term "Patents" shall mean all United States and foreign patents, certificates of invention, industrial designs or similar industrial property rights, and applications for any of the foregoing, including to: (i) all reissues, divisions, continuations (including continuations-in-part and improvements thereof), extensions, renewals, and reexaminations thereof, (ii) inventions described and claimed therein, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements or other violations thereof, (vi) all licenses, claims, damages and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2. *Grant of Security Interest in Patent Collateral.* As security for the prompt and complete payment and performance when due of all of its Secured Obligations, each Assignor does hereby pledge and grant to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Assignor in, to and under all of the following (collectively, the "Pledged Patent Collateral"):

(a) all Patents of such Assignor, including the registered and applied-for Patents of such Assignor listed on Schedule I attached hereto; and

(b) to the extent not included in clause (a), all Proceeds and products of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Patent Security Agreement shall not extend to any Excluded Assets.

SECTION 3. *Security Agreement.* The lien and security interest granted to the Assignee, pursuant to this Patent Security Agreement, is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and the Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the lien and security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the terms of the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall govern and control.

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SECTION 4. *Recordation.* Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

SECTION 5. *Termination.* After the occurrence of the Discharge of Obligations, this Patent Security Agreement shall terminate and the Administrative Agent, at the request and expense of the respective Assignor, will (without recourse and without any representation or warranty) promptly execute and deliver to such Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to such Assignor (without recourse and without any representation or warranty) such of the Pledged Patent Collateral as may be in the possession of the Administrative Agent and as has not theretofore been sold or otherwise applied or released pursuant to the Security Agreement.

SECTION 6. *GOVERNING LAW.* THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 7. *Counterparts.* This Patent Security Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Credit Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Patent Security Agreement shall become effective when it shall have been executed by the Assignee and when the Assignee shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page to this Patent Security Agreement, or of any amendment or waiver of any provision of this Patent Security Agreement, by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

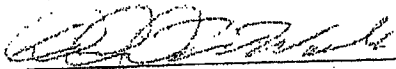
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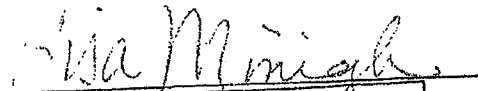
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

ACCO BRANDS CORPORATION, as an Assignor


By: Donald W. Walk
Vice President and Chief Intellectual Property Counsel

Accepted and Agreed to:

BARCLAYS BANK PLC, as Assignee and Administrative Agent


By: Lisa Minigh
Title: Assistant Vice President

PATENT
REEL: 029569 FRAME: 0238

PATENT
REEL: 030406 FRAME: 0913

Schedule I

Patents Filed

Filing Date	Filing Number	Code	Internal Title	Current Status	Legal Owners (List)
10 May 2012	29/420544	US	Attachment Device for Security Apparatus	Filing	ACCO Brands Corporation
21 May 2012	61/649619	US	Reinforced Pocket Divider or Folder	Filing	Mead Products LLC
11 Jul 2012	61/670551	US	Tablet Stylus With Presentation Interaction Functionality	Filing	ACCO Brands Corporation
13 Jul 2012	61/671519	US	Security Apparatus With Blocking Element	Filing	ACCO Brands Corporation
18 Jul 2012	13/552359	US	Binding System For Retaining Bound Components	Filing	Mead Products LLC
19 Jul 2012	13/553303	US	Ergonomic Backpack	Filing	Mead Products LLC

Patents Granted

Grant Date	Grant Number	Code	Internal Title	Current Status	Legal Owners (List)
29 May 2012	D660682	US	Security Apparatus	Grant	ACCO Brands USA LLC
12 Jun 2012	5335838	US	Stapler with Impulse action	Grant	ACCO Brands Corporation

RECORDED: 01/03/2013

PATENT
REEL: 029569 FRAME: 0239PATENT
REEL: 030406 FRAME: 0914

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 9, 2012 (the "**Patent Security Agreement**"), made by each of the undersigned assignors (individually, an "**Assignor**", and, collectively, the "**Assignors**") in favor of Barclays Bank PLC, as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "**Assignee**").

WITNESSETH:

WHEREAS, the Assignors are party to that certain U.S. Security Agreement dated as of April 30, 2012 (as amended, modified, restated and/or supplemented from time to time, the "**Security Agreement**") in favor of the Assignee pursuant to which the Assignors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to each Assignor, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby makes covenants and agrees with the Assignee for the benefit of the Secured Parties as follows:

SECTION 1. *Defined Terms.* Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Patent Security Agreement, the term "**Patents**" shall mean all United States and foreign patents, certificates of invention, industrial designs or similar industrial property rights, and applications for any of the foregoing, including to: (i) all reissues, divisions, continuations (including continuations-in-part and improvements thereof), extensions, renewals, and reexaminations thereof, (ii) inventions described and claimed therein, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements or other violations thereof, (vi) all licenses, claims, damages and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

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(a) all Patents of such Assignor, including the registered and applied-for Patents of such Assignor listed on Schedule I attached hereto; and

(b) to the extent not included in clause (a), all Proceeds and products of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Patent Security Agreement shall not extend to any Excluded Assets.

SECTION 3. *Security Agreement.* The lien and security interest granted to the Assignee, pursuant to this Patent Security Agreement, is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and the Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the lien and security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the

event of any conflict between the terms of the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 4. *Recordation.* Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

SECTION 5. *Termination.* After the occurrence of the Discharge of Obligations, this Patent Security Agreement shall terminate and the Administrative Agent, at the request and expense of the respective Assignor, will (without recourse and without any representation or warranty) promptly execute and deliver to such Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to such Assignor (without recourse and without any representation or warranty) such of the Pledged Patent Collateral as may be in the possession of the Administrative Agent and as has not theretofore been sold or otherwise applied or released pursuant to the Security Agreement.

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SECTION 7. *Counterparts.* This Patent Security Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Credit Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Patent Security Agreement shall become effective when it shall have been executed by the Assignee and when the Assignee shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page to this Patent Security Agreement, or of any amendment or waiver of any provision of this Patent Security Agreement, by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

ACCO BRANDS CORPORATION, as an Assignor

By: Pamela R. Schneider
Name: Pamela R. Schneider
Title: Senior Vice President, General Counsel
and Secretary

ACCO BRANDS USA LLC, as an Assignor

By: Pamela R. Schneider
Name: Pamela R. Schneider
Title: Senior Vice President, General Counsel
and Secretary

[Signature Page to Corrective Patent Security Agreement]

PATENT
REEL: 030406 FRAME: 0917

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Owner: ACCO BRANDS CORPORATION

Patent Title	Application Number Application Date	Registration Number Registration Date	Status
STAPLING MACHINE	07976342 11/17/1992	5335838 08/09/1994	GRANTED
ERGONOMIC BACKPACK	13553303 07/19/2012	--	PENDING PUBLISHED
ATTACHMENT DEVICE FOR SECURITY APPARATUS	29420544 05/10/2012	D670553 11/13/2012	GRANTED

Owner: ACCO BRANDS USA LLC

Patent Title	Application Number Application Date	Registration Number Registration Date	Status
SECURITY APPARATUS	29406582 11/16/2011	D660682 05/29/2012	GRANTED

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