## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5537982

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

## **CONVEYING PARTY DATA**

Name	Execution Date
ACCO BRANDS CORPORATION	05/23/2019

## **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS ASSIGNEE AND ADMINISTRATIVE AGENT
Street Address:	901 MAIN STREET
Internal Address:	MAIL CODE: TX1-492-14-11
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202-3714

## **PROPERTY NUMBERS Total: 24**

Property Type	Number
Application Number:	29614945
Application Number:	29621646
Application Number:	29614973
Application Number:	29609774
Application Number:	29662398
Application Number:	29612762
Application Number:	29645947
Application Number:	29668057
Application Number:	29658345
Application Number:	29663849
Application Number:	16246061
Application Number:	62806248
Application Number:	16369058
Application Number:	29653118
Application Number:	29656787
Application Number:	62789772
Application Number:	62789795
Application Number:	15586338
Application Number:	15505501

PATENT REEL: 049268 FRAME: 0966

505491178

Property Type	Number
Application Number:	15762382
Application Number:	16120955
Application Number:	16126691
Application Number:	16155443
Application Number:	16166449

#### CORRESPONDENCE DATA

**Fax Number:** (212)751-4864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	042525-0064
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	05/23/2019

#### **Total Attachments: 6**

source=ACCO - 2019 Patent Security Agreement Executed#page1.tif source=ACCO - 2019 Patent Security Agreement Executed#page2.tif source=ACCO - 2019 Patent Security Agreement Executed#page3.tif source=ACCO - 2019 Patent Security Agreement Executed#page4.tif source=ACCO - 2019 Patent Security Agreement Executed#page5.tif source=ACCO - 2019 Patent Security Agreement Executed#page6.tif

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of May 23, 2019 (the "Patent Security Agreement"), made by each of the undersigned assignors (individually, an "Assignor", and, collectively, the "Assignors") in favor of Bank of America, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "Assignee").

#### WITNESSETH:

WHEREAS, the Assignors are party to that certain Amended and Restated U.S. Security Agreement dated as of May 13, 2013 (as may be further 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.

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: .

Name: Neal V. Fenwick

Title: Executive Vice President and Chief

Financial Officer

REEL: 049268 FRAME: 0970

Accepted and Agreed to:

BANK OF AMERICA, N.A.,

as Assignee and Administrative Agent

Bv:

Mame: Jonathan M. Phillips Title: Senior Vice President

REEL: 049268 FRAME: 0971

# $\begin{array}{c} \text{SCHEDULE I} \\ \text{to} \\ \text{PATENT SECURITY AGREEMENT} \end{array}$

	Patent Title	Application Number Application Date	Patent Number Grant Date	Status	Owner
1.	DRY ERASE BOARD	29614945 8/24/2017	D831111 10/16/2018	Issued	ACCO Brands Corporation
2.	DRY ERASE BOARD	29621646 10/10/2017	D832918 11/6/2018	Issued	ACCO Brands Corporation
3.	DRY ERASE BOARD	29614973 8/24/2017	D836720 12/25/2018	Issued	ACCO Brands Corporation
4.	LOCK	29609774 7/5/2017	D837632 1/8/2019	Issued	ACCO Brands Corporation
5.	ELECTRONIC DOCK	29662398 9/5/2018		Pending Not published	ACCO Brands Corporation
6.	HOLE SHAPE FOR SHEET ITEM	29612762 8/3/2017		Pending Not published	ACCO Brands Corporation
7.	LAMINATING CARTRIDGE	29645947 4/30/2018		Pending Not published	ACCO Brands Corporation
8.	LAMINATING CARTRIDGE	29668057 10/26/2018		Pending Not published	ACCO Brands Corporation
9.	MONITOR STAND	29658345 7/30/2018		Pending Not published	ACCO Brands Corporation
10.	PHONE DOCK	29663849 9/19/2018		Pending Not published	ACCO Brands Corporation
11.	GLUE GUN WITH SEQUENTIAL STICK FEED	16246061 1/11/2019		Pending Not published	ACCO Brands Corporation
12.	MONITOR STAND AND MODULAR ENVIRONMENTAL UNIT	62806248 2/15/2019		Pending provisional application Not published	ACCO Brands Corporation
13.	SHEET ITEM WITH NON- CIRCULAR HOLES	16369058 3/29/2019		Pending Not published	ACCO Brands Corporation
14.		29653118 6/12/208		Pending Not published	ACCO Brands Corporation
15.	DOCK FOR A PORTABLE ELECTRONIC DEVICE	29656787 7/16/2018		Pending Not published	ACCO Brands Corporation
16.	SOLENOID-POWERED STAPLER	62789772 1/8/2019		Pending provisional application Not published	ACCO Brands Corporation

	Patent Title	Application Number Application Date	Patent Number Grant Date	Status	Owner
17.	SOLENOID-POWERED STAPLER	62789795 1/8/2019		Pending Not published	ACCO Brands Corporation
18.	SHREDDING MACHINE	15586338 5/4/2017		Pending	ACCO Brands Corporation
19.	SECURITY DEVICE FOR AN ELECTRONIC APPARATUS	15505501 2/21/2017		Pending	ACCO Brands Corporation
20.	BAG AND BRACKET ASSEMBLY FOR A BAG	15762382 3/22/2018		Pending	ACCO Brands Corporation
21.	SECURITY APPARATUS INCLUDING A REMOTE ACTUATOR ASSEMBLY	16120955 9/4/2018		Pending	ACCO Brands Corporation
22.	DEVICE WITH QUICK- ATTACH FEATURE	16126691 9/10/2018		Pending	ACCO Brands Corporation
23.	RECONFIGURABLE STORAGE DEVICE	16155443 10/9/2018		Pending	ACCO Brands Corporation
24.	SECURITY APPARATUS	16166449 10/22/2018		Pending	ACCO Brands Corporation