

07-08-2003

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RE



EET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Handwritten initials: 7-8-03

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): General Binding Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Harris Trust and Savings Bank, as Agent
Internal Address: _____
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60601

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Illinois banking corporation

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Trademark Collateral Agreement

Execution Date: June 26, 2003

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
See Schedule A-1 attached hereto
B. Trademark Registration No.(s)
See Schedule A-1 attached hereto

Additional name(s) & address(es) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Internal Address: _____
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202 783 2700
City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 3.41).....\$ 1340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:0521 40.00 OP
02 FC:0522 1300.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Szklarz
Name of Person Signing

Elizabeth A. Szklarz
Signature

7/2/03
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002765 FRAME: 0932

SCHEDULE A-1**TO TRADEMARK COLLATERAL AGREEMENT****REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Registered U.S. Trademarks</u>	<u>Registration Reg. No.</u>	<u>Date</u>
GBC	Cyclone	2609085	08/20/02
GBC	Fusionpunch	2525125	01/01/02
GBC	Quickcolor	2517750	09/10/02
GBC	Clickman	2675665	01/24/03
GBC	Proclick	2644545	10/29/02

<u>Owner</u>	<u>Pending U.S. Trademark Applications</u>	<u>Filing No.</u>	<u>Filing Date</u>
GBC	Accushield	76/478319	12/22/02
GBC	Arctic	76/491342	02/21/03
GBC	Laser Printables	76/485423	01/27/03
GBC	Octiva	76/491343	02/21/03
GBC	Securfilm	76/478852	12/26/02
GBC	Stackport	75/432053	07/18/02
GBC	Stream Punch	76/444420	08/26/02
GBC	Tri-Lite	76/194035	01/16/01
GBC	Accents	78/137072	06/19/02
GBC	Classiccut	78/230769	03/27/03
GBC	Clear View	78/136790	06/18/02
GBC	Combbind	78/137081	06/19/02
GBC	Combbind Gels	78/217935	02/23/03
GBC	Creative Laminator	78/209527	01/31/03
GBC	Designer	78/136990	06/19/02
GBC	Designer Presentation Tabs	78/217936	02/23/03
GBC	Dial-a-Blade	78/230824	02/27/03
GBC	Door Chats	78/257786	06/03/03
GBC	Duragrain	78/136977	06/19/02
GBC	Easyseal	78/116721	03/21/02
GBC	Express. Impress. Success.	78/234425	04/01/03
GBC	GBC Gel Combs	78/122419	04/17/02
GBC	GBC Gel Covers	78/122406	04/17/02

GBC	GBC Gel Tabs	78/122415	04/17/02
GBC	Grain	78/146838	07/23/02
GBC	Heatseal	78/137160	06/19/02
GBC	Heatseal Photo	78/209615	01/31/03
GBC	Hi Gloss	78/136734	06/18/02
GBC	Ideashare	78/102981	01/16/02
GBC	Imprintables	78/136954	06/19/02
GBC	Intelec	78/102993	01/16/02
GBC	Linen Weave	78/136769	10/18/02
GBC	Premier	78/136720	06/18/02
GBC	Quartet Connectables	78/204459	01/17/03
GBC	Readyglo	78/105961	01/31/02
GBC	Regency	78/136680	06/18/02
GBC	Reposition for Perfection	78/116726	03/21/02
GBC	Scoreboards	78/257841	06/03/03
GBC	Selfseal	78/137185	06/19/02
GBC	Selfseal Repositionable	78/209568	06/19/02
GBC	Sturdy Grain	78/136966	06/19/02
GBC	Do-It-Yourself Presentation Kit	78/122401	04/17/02
GBC	Twill	78/136777	06/18/02
GBC	Ultrabind	78/137485	06/20/02
GBC	Ultraseal	78/137483	06/20/02
GBC	We've Got You Covered	78/146840	07/23/02
GBC	Wirebind	78/137090	06/19/02
GBC	Zipbind	78/137125	06/19/02

TRADEMARK COLLATERAL AGREEMENT

This 26th day of June, 2003, GENERAL BINDING CORPORATION, a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at One GBC Plaza, Northbrook, Illinois 60062 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns as collateral, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and


(iii) All proceeds of the foregoing, including without limitation any claim by any Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Trademark Collateral*"), to secure performance of all Obligations as set out in that certain Security Agreement Re: Intellectual Property dated as of November 12, 1999 originally by and between Debtor, certain other debtors party thereto, and Secured Party (such Security Agreement Re: Intellectual Property as amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the Trademark 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.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GENERAL BINDING CORPORATION

By 
Name: Steve Rubin
Title: Vice President, Secretary & General Counsel

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured Party

By 
Name: Joann L. Holman
Title: Vice President

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE