

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xyron, Inc.		08/08/2006	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2368012	X XYRON
Registration Number:	2368013	XYRON
Registration Number:	2992537	WISHBLADE
Registration Number:	2914519	PREVIEW
Registration Number:	2955709	LEGACIES
Serial Number:	76655377	DESIGN DISC
Serial Number:	76651791	DESIGN RUNNER
Registration Number:	2878557	STICKY SPOTS
Registration Number:	2730899	X
Registration Number:	2692274	EZLAMINATOR X XYRON TECHNOLOGY
Registration Number:	2690056	EZLAMINATOR
Registration Number:	2558072	EZLAMINATOR
Registration Number:	2553977	EZ LAMINATOR
Registration Number:	2705820	CREATE-A-STICKER

CH \$365.00 2368012

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-420-5527
Email: rbirdwell@phrd.com
Correspondent Name: Parker Hudson Rainer & Dobbs - RBirdwell
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809-50
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	08/29/2006

Total Attachments: 23

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TRADEMARK SECURITY AGREEMENT

(U.S. Borrowers)

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of August 8, 2006, among **ESSELTE CORPORATION**, a New York corporation formerly known as Esselte Business Corporation located at 48 South Service Road, Suite 400, Melville, New York 11747 ("Esselte US"), **XYRON, INC.**, an Arizona corporation 7400 East Tierra Buena Lane, Scottsdale, Arizona 85260-1613 ("Xyron"; each of Esselte US and Xyron hereafter referred to as a "Grantor", and collectively, as the "Grantors"), and **BANK OF AMERICA, N.A.**, a national banking association, as administrative agent for Lenders and Agents (as such terms are defined below) and as collateral agent for the applicable Secured Parties (as defined below) (together with its successors in such capacity, the "Administrative Agent").

Recitals:

The Grantors are parties with Esselte Canada Inc., a corporation incorporated under the laws of Canada ("Canadian Borrower"), and Esselte Leitz GmbH & Co KG, a limited liability partnership organized under the laws of Germany ("German Borrower", and together with the Grantors, "Borrowers"), Administrative Agent, certain other agents (together with Administrative Agent, the "Agents"), and certain financial institutions as lenders (collectively, the "Lenders") to a certain Credit Agreement dated the date hereof (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"). Pursuant to the Credit Agreement, certain Lenders known as "U.S. Lenders" have agreed to make Revolver Loans and to extend or make arrangements for the extension of other credit to or on behalf of the Grantors as the U.S. Borrowers thereunder.

The Grantors are also parties to a Continuing Guaranty Agreement dated the date hereof in favor Administrative Agent and the Credit Parties (as defined in the Credit Agreement), pursuant to which the Grantors have agreed to guarantee all of the Obligations owing by the Canadian Borrower and the German Borrower under the Credit Agreement and the other Loan Documents (as at any time amended, restated, modified or supplemented, the "U.S. Borrowers' Guaranty").

In order to induce U.S. Lenders to make Revolver Loans and extend or otherwise make arrangements for the extensions of other credit as provided in the Credit Agreement, each Grantor has agreed to grant a continuing security interest in, lien on and right of set-off against all of each Grantor's right, title and interest in all the Trademark Collateral (as hereinafter defined) to Administrative Agent, for the benefit of the Credit Parties and the Lender Counterparties (as such terms are defined in the Credit Agreement) (hereinafter, the "Secured Parties"), to secure the payment and performance of all of the Obligations.

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 of the Grantors hereby agrees with Administrative Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement. The word "including" shall be understood to mean "including, without limitation."

2. As security for the payment and performance of all of the Obligations, including all of the U.S. Obligations, Canadian Obligations and German Obligations and all liabilities and obligations of such Grantor as guarantor of the Canadian Obligations and of the German Obligations pursuant to the U.S. Borrowers' Guaranty, each Grantor hereby grants to Administrative Agent, for the benefit of Secured Parties, a continuing security interest in, lien on and right of set-off against all of such Grantor's right, title and interest in and to all of the following property of such Grantor, whether now owned or existing or hereafter created, acquired or arising and wherever located (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications of such Grantor, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications being herein collectively referred to as the "Trademarks");

(b) all of the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

Notwithstanding anything to the contrary set forth in this paragraph 2, the types or items of Trademark Collateral described above shall not include any rights or interests in any contract (including any lease, license or other agreement) if under the terms of such contract, or any Applicable Law with respect thereto, the valid grant of a security interest or other Lien therein to Administrative Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract has not been or is not otherwise obtained or under Applicable Law such prohibition cannot be waived, provided that the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is ineffective or unenforceable under the UCC (including Sections 9-406, 9-407, 9-408 or 9-409) or any other Applicable Law or (ii) so as to limit, impair or otherwise affect Administrative Agent's unconditional continuing security interest in and Lien upon any rights or interests of Grantors in or to monies due or to become due under any such contract (including any Accounts). Grantors shall make a good faith and reasonable effort to obtain the consent of any other party to a contract for the creation of a security interest in favor of Agent in each Grantor's rights under such contract to the extent such contract involves an amount in excess of \$250,000 or requires the payment of at least \$50,000 in royalties per year.

To the extent that the granting of a security interest in a trademark or service mark application filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such trademark or service mark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1060) (the "Lanham Act")) would render such trademark or service mark (or the application therefor) invalid or unenforceable, then the security interest granted under this Agreement shall not attach to such trademark or service mark application filed on the basis of such Grantor's intent to use such trademark or service mark until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act.

3. Each Grantor covenants with and warrants to Administrative Agent that:

(a) Each of the Trademarks now or hereafter made a part of Exhibit A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Upon the recording of this Agreement in the United States Patent and Trademark Office and the filing of a UCC-1 financing statement covering general intangibles with the Secretary of State of such Grantor's jurisdiction of formation, the security interest created under this Agreement in favor of Administrative Agent, for the benefit of the Secured Parties, will be a legally and validly perfected lien upon and security interest in the Trademark Collateral that is registered in the United States Patent and Trademark Office and that is listed on Exhibit A attached hereto, enforceable against such Grantor and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person except as set forth in Schedule 9.1.15 to the Credit Agreement;

(d) Such Grantor is duly authorized and empowered to enter into, execute, deliver and perform this Agreement;

(e) To the best knowledge of each Grantor, each of the Trademarks now or hereafter made a part of Exhibit A is valid and enforceable; and

(f) Such Grantor is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademarks now or hereafter made a part of Exhibit A, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third Persons, except Permitted Liens and licenses permitted pursuant to paragraph 5 below or otherwise expressly permitted pursuant to the Credit Agreement).

4. Each Grantor covenants and agrees with Administrative Agent that:

(a) Such Grantor will, in a manner consistent with its reasonable business judgment, maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement;

(b) Such Grantor will make commercially reasonable efforts to continue to use for the duration of this Agreement, required statutory notice in connection with its use of the registered Trademarks. Such Grantor will file affidavits of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor; provided, however, that such Grantor may abandon any Trademark that does not have a material economic value as determined by such Grantor in its reasonable business judgment, and such Grantor provides Administrative Agent with prompt notice of such abandonment in writing.

5. Until Full Payment of the Obligations, no Grantor shall enter into any license agreement relating to any of the Trademarks with any Person except licenses in the Ordinary Course

of Business of such Grantor and for reasonable compensation or other consideration, and shall not become a party to any agreement with any Person that is inconsistent with such Grantor's obligations under this Agreement.

6. If, before Full Payment of the Obligations, any Grantor shall obtain rights to any new trademarks, any trademark application or the renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto and such Grantor shall give to Administrative Agent prompt notice in writing of applications and registrations filed or acquired by such Grantor.

7. Until Full Payment of the Obligations, each Grantor irrevocably authorizes and empowers Administrative Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 5 hereof.

8. Each Grantor hereby grants to Administrative Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the right upon reasonable prior notice to such Grantor, and subject only to any obligations of confidentiality to which such Grantor, its employees and agents are then subject with respect thereto and to any other applicable obligations of confidentiality under the Loan Documents, to visit such Grantor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

9. At any time that an Event of Default exists, Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, Credit Agreement, and the other Loan Documents, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Administrative Agent may immediately, for the benefit of Secured Parties, without demand of performance and without other notice (except as described in the next sentence, if required by Applicable Law) or demand whatsoever to the Grantors, each of which each Grantor hereby expressly waives, and without advertisement (except as otherwise provided by Applicable Law), collect directly any payments due any Grantor in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Trademark Collateral, or any interest which a Grantor may have therein. Each Grantor hereby agrees that ten (10) days notice to such Grantor of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Administrative Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Grantor, which right each Grantor hereby waives and releases. Administrative Agent shall apply the proceeds of such sale or other disposition of the Trademark Collateral to the payment of the Obligations, in such order or manner as may be authorized or required by the Credit Agreement. If any deficiency shall arise, each Grantor and each Guarantor of the Obligations (to the extent of its Guaranty) shall remain jointly and severally liable therefor.

10. Each Grantor hereby confirms and reaffirms the powers, rights and authority as such Grantor's attorney and agent-in-fact conferred upon Administrative Agent and Administrative Agent's designee in Section 14.1 of the Credit Agreement, including the power, right and authority to do any of the following with respect to the Trademarks and Trademark Collateral: to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Administrative

Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Administrative Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in other public offices, the payment or discharge of any taxes, counsel fees, renewal fees or Liens, or otherwise, in protecting, maintaining and preserving any Trademark Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Trademark Collateral, shall be borne and paid by the Grantors (it being the intent of the Grantors and Administrative Agent that the Grantors shall be jointly and severally responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Trademarks) or, if paid by Administrative Agent in its sole discretion, shall be reimbursed by the Grantors in accordance with the terms and provisions of the Credit Agreement.

12. Each Grantor shall use commercially reasonable efforts to detect any material infringements of the Trademarks and shall notify the Administrative Agent in writing of such infringements detected. Each Grantor shall have the duty through counsel reasonably acceptable to Administrative Agent, to take commercially reasonable steps to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Credit Agreement terminated, to make application on unregistered but registrable trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect the Trademarks (subject to such Grantor's reasonable discretion in Ordinary Course of Business, or, during the existence of an Event of Default, promptly upon Administrative Agent's request), and, promptly upon Administrative Agent's request during the existence of an Event of Default, to do any and all acts which are deemed necessary or desirable by Administrative Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Grantors. Except as otherwise provided in paragraph 4(b) hereof, no Grantor shall abandon any right to file a trademark application or any pending trademark application or trademark, without the prior written consent of Administrative Agent.

13. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN PARAGRAPH 2 HEREOF ADMINISTRATIVE AGENT SHALL HAVE THE RIGHT, AT ANY TIME THAT AN EVENT OF DEFAULT EXISTS, BUT SHALL IN NO WAY BE OBLIGATED, TO BRING SUIT IN ITS OWN NAME TO ENFORCE THE TRADEMARKS AND ANY LICENSE HEREUNDER, OR TO DEFEND ANY SUIT OR COUNTERCLAIM IN ITS OWN NAME TO PROTECT ANY TRADEMARKS OR LICENSE HEREUNDER, IN EITHER OF WHICH EVENTS THE GRANTORS SHALL AT THE REQUEST OF ADMINISTRATIVE AGENT DO ANY AND ALL LAWFUL ACTS (INCLUDING BRINGING SUIT) AND EXECUTE ANY AND ALL PROPER DOCUMENTS REQUIRED BY ADMINISTRATIVE AGENT IN AID OF SUCH ENFORCEMENT OR DEFENSE AND THE GRANTORS SHALL JOINTLY AND SEVERALLY REIMBURSE AND INDEMNIFY ADMINISTRATIVE AGENT FOR ALL COSTS AND EXPENSES INCURRED BY ADMINISTRATIVE AGENT IN THE EXERCISE OF ITS

RIGHTS UNDER THIS PARAGRAPH 13 IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT.

14. If any Grantor fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Administrative Agent may discharge such obligations in the any Grantor's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at the Grantors' expense, and the Grantors agree to jointly and severally reimburse Administrative Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Administrative Agent in prosecuting, defending or maintaining the Trademarks or Administrative Agent's interest therein pursuant to this Agreement in accordance with the terms and provisions of the Credit Agreement.

15. Neither Administrative Agent nor any other Secured Party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Administrative Agent and then only to the extent therein set forth. A waiver by Administrative Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Administrative Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Administrative Agent or any other Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

16. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

17. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. This Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Administrative Agent, the other Secured Parties and Grantors with respect to the matters referred to herein and therein. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement or Security Agreement, the terms of the Credit Agreement or Security Agreement, as applicable, shall control. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Administrative Agent and Grantors, or as provided in paragraph 7 hereof.

19. This Agreement and all obligations of each Grantor hereunder shall be binding upon the successors and assigns of such Grantor (including such Grantor as debtor-in-possession) and shall, together with the rights and remedies hereunder of Administrative Agent, for the benefit of Administrative Agent and the other Secured Parties, inure to the benefit of Administrative Agent and the other Secured Parties, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers

or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the Liens granted hereunder to Administrative Agent, for the benefit of Administrative Agent and the other Secured Parties. No Grantor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement except as otherwise expressly permitted under the Credit Agreement.

20. Each Grantor hereby waives notice of Administrative Agent's acceptance hereof.

21. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (BUT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW) OF THE STATE OF NEW YORK, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

22. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON, THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF BENEFITS OF THE JUDICIAL SYSTEM, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG ADMINISTRATIVE AGENT, SECURED PARTIES AND GRANTORS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.

[Remainder of page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ESSELTE CORPORATION

By: _____

Name: Josef W. Fiala

Title: Vice President

XYRON, INC.

By: _____

Name: Kent Thomsen

Title: President

Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: _____


Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ESSELTE CORPORATION

By: _____
Name: Josef W. Fiala
Title: Vice President

XYRON, INC.

By: 
Name: Kent Thomsen
Title: President

Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ESSELTE CORPORATION

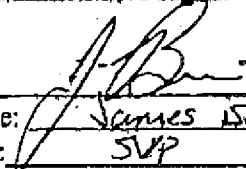
By: _____
Name: Josef W. Fiala
Title: Vice President

XYRON, INC.

By: _____
Name: Kent Thomsen
Title: President

Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: JAMES ISARWIS
Title: SVP

Signature page to Trademark Security Agreement - U.S. Borrowers

STATE OF CONNECTICUT §

COUNTY OF FAIRFIELD §
§

BEFORE ME, the undersigned authority, on this day personally appeared Josef W. Fiala, the Vice President of **Esselte Corporation**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9 day of AUGUST, 2006.

Robert H. Kelley
Notary Public ROBERT H. KELLEY
My Commission Expires: 5/31/2009

[NOTARIAL SEAL]

STATE OF _____ §

COUNTY OF _____ §
§

BEFORE ME, the undersigned authority, on this day personally appeared Kent Thomsen, the President of **Xyron, Inc.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of _____, 2006.

Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Josef W. Fiala, the Vice President of Esselte Corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of _____, 2006.

Notary Public
My Commission Expires: _____

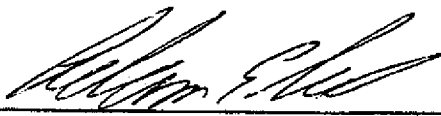
[NOTARIAL SEAL]

STATE OF _____ §

COUNTY OF _____ §

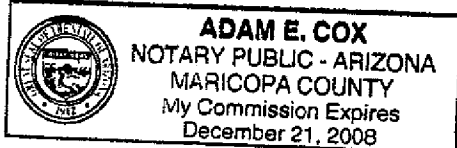
BEFORE ME, the undersigned authority, on this day personally appeared Kent Thomsen, the President of Xyron, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 7 day of August, 2006.



Notary Public
My Commission Expires 12/21/2008

[NOTARIAL SEAL]



Signature page to Trademark Security Agreement - U.S. Borrowers

STATE OF Georgia §
COUNTY OF Cobb §

BEFORE ME, the undersigned authority, on this day personally appeared James Lewis,
_____ of Bank of America, N.A., a national banking association, as Administrative Agent,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes and consideration therein expressed,
in the capacity therein stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of August,
2006.

Linda L. Nault
Notary Public

Notary Public

Notary Public, Cobb County, Georgia

My Commission Expires:

My Commission Expires March 11, 2007

[NOTARIAL SEAL]



Signature page to Trademark Security Agreement - U.S. Borrowers

Exhibit A to Trademark Security Agreement

Jurisdiction	Mark	App. No.	Reg. No.	App. Date	Reg. Date	Owner
Argentina	You2	2309388	1988123		8/18/2014	Esselte Business Corporation
Argentina	You2	2309389	1988124		8/18/2014	Esselte Business Corporation
Argentina	YOU2	2309388	1868263		4/22/2002	Esselte Business Corporation
Argentina	YOU2	2309389	1868264		4/22/2002	Esselte Business Corporation
Argentina	InfoPocket	2070533	1745048	2/21/1997	7/15/1999	Esselte Business Corporation
Bahamas	InfoPocket	19391	19391	3/6/1997	12/2/1997	Esselte Business Corporation
Bolivia	InfoPocket	2977	C-75903	2/17/1997	11/15/1999	Esselte Business Corporation
Brazil	InfoPocket	819854689	819854689	3/18/1997	11/4/2003	Esselte Business Corporation
Canada	InfoPocket	837262	494051	2/21/1997	5/6/1998	Esselte Business Corporation
Canada	DECOFLEX	808516	482121	3/29/1996	9/5/1997	Esselte Business Corporation
Canada	DECORACK	808517	482120	3/29/1996	9/5/1997	Esselte Business Corporation
Chile	InfoPocket	369103	498144	2/17/1997	12/3/1997	Esselte Business Corporation
Colombia	InfoPocket	97007892	295346	2/17/1997	1/30/1998	Esselte Business Corporation
Ecuador	InfoPocket	7688097	3742-98	3/21/1997	5/20/1998	Esselte Business Corporation
El Salvador	InfoPocket	011997001356		2/28/1997		Esselte Business Corporation
Europe	From to do . . To done	4206728	4206728	12/15/2004	4/10/2006	Esselte Business Corporation
Guatemala	InfoPocket	M-3586-7		5/8/1997		Esselte Business Corporation
Japan	UPG		1579354			Esselte Business Corporation
Mexico	InfoPocket	287 382	588771	2/19/1997	9/30/1998	Esselte Business Corporation
Mexico	Esselte Panorama	560022	788121	8/7/2002	4/25/2003	Esselte Business Corporation
Mexico	OMNI-DEX	560024	788881	8/7/2002	4/29/2003	Esselte Business Corporation
Panama	InfoPocket	086796		4/7/1997		Esselte Business Corporation
United States	InfoPocket	75117076	2065044	6/7/1996	5/27/1997	Esselte Corp.
United States	DECOFILE		1624790			Esselte Corp.

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United States	DECORACK JR		1565890			Esselte Corp.
United States	griplock	75/679418	2,530,303		1/15/2002	Esselte Corp.
United States	LASERVIEW	75/357122	2286272	9/15/1997	10/12/1999	Esselte Corp.
United States	Century Craft & design		2,901,263		11/9/2004	Esselte Corp.
United States	DOUBLE STUFF	76/661431		6/12/2006		Esselte Corp.
United States	From to do...to done	76/608387	3022648	8/23/2004	12/6/2005	Esselte Corp.
United States	Pendaflex PileSmart	76/618189		10/27/2004		Esselte Corp.
United States	Desk Free	76/632150		2/25/2005		Esselte Corp.
United States	Oxford At Hand	76/631705		2/22/2005		Esselte Corp.
United States	I Hate Filing Club	76/638434	3,087,091	5/12/2005	5/2/2006	Esselte Corp.
United States	Pendaflex File Flag	76/645349		9/3/2005		Esselte Corp.
United States	Pendaflex PileSmart	76/657216		3/24/2006		Esselte Corp.
United States	ON THE GO	76/657050		3/17/2006		Esselte Corp.
United States	Island Brand		791,421	8/1/1963	6/22/1965	Esselte Corp.
United States	OXFORD IRONHIDE		1725617		10/20/1992	Esselte Corp.
United States	OXFORD DECOPOUCH		1721907		10/6/1992	Esselte Corp.
United States	OXFORD COPYKEEPER		1602205		6/19/1990	Esselte Corp.
United States	OXFORD PLUS		1752520		2/16/1993	Esselte Corp.
United States	Stash-it Binder Pocket	75/802535	2458483	9/20/1999	6/5/2001	Esselte Corp.
United States	Ready-Tab	76/548360	2878989	9/15/2003	8/31/2004	Esselte Corp.
United States	OXFORD PORTFILE		1756812		3/9/1993	Esselte Corp.
United States	PANORAMA	73/731,828	1595273	5/31/1988	5/8/1990	Esselte Corp.
United States	SORT-ALL		637750		11/27/1956	Esselte Corp.
United States	EARTHWISE	74/216070	1715661		9/15/1992	Esselte Corp.
United States	VAN-GO		942802		9/12/1972	Esselte Corp.
United States	DECOFLEX		1713590		9/8/1992	Esselte Corp.
United States	DECORACK		1713589		9/8/1992	Esselte Corp.
United States	RITE-DOWN		1594198		5/1/1990	Esselte Corp.
United States	DECORACK Jr.		1565890			Esselte Corp.
United States	AMBERG	71/015376	59370		1/8/1907	Esselte Corp.
United States	AMBERG	71/015374	59369		1/8/1907	Esselte Corp.
United States	COPYSAFE	78/810739				Esselte Corp.
United States	COPY CADDY		1578951		1/23/1990	Esselte Corp.
United States	DECORACK		1713589		9/8/1992	Esselte Corp.
United States	EARTHWISE		1715661		9/15/1992	Esselte Corp.
United States	EARTHWISE		1695318		6/16/1992	Esselte Corp.
United States	EARTHWISE		1672574		1/21/1992	Esselte Corp.
United States	EARTHWISE		1690799		6/2/1992	Esselte Corp.
United States	EARTHWISE		1672578		1/21/1992	Esselte Corp.
United States	EARTHWISE		1668485		12/17/1991	Esselte Corp.
United States	DECOTRAY		1534245		4/11/1989	Esselte Corp.
United States	NOTEAR	533,130	513268	9/3/1947	8/9/1949	Esselte Corp.

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United States	LESSPACE	72/096352	734195		7/10/1962	Esselte Corp.
United States	KEEP-IT		1428324		2/10/1987	Esselte Corp.
United States	DUO-TANG	78576754	3097671	2/28/2005	5/30/2006	Esselte Corp.
United States	DUO-TEX	73681014	1493083	8/24/1987	6/21/1988	Esselte Corp.
United States	SLIDE-SHO	75561439	2497443	9/29/1998	10/16/2001	Esselte Corp.
United States	FLIP FILES	75561437	2315944	9/29/1998	2/8/2000	Esselte Corp.
United States	JM	74623699	1961711	1/20/1995	3/12/1996	Esselte Corp.
United States	DUO-BIND	72210759	821758	1/27/1965	1/3/1967	Esselte Corp.
Venezuela	InfoPocket	4528-97	P-205446	3/11/1997	5/8/1998	Esselte Business Corporation

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Argentina	PENDAFLEX		1582481			Esselte Business Corporation
Aruba	PENDAFLEX		12199		5/31/1988	Esselte Business Corporation
Australia	PENDAFLEX		A227461			Esselte Business Corporation
Austria	PENDAFLEX		78801		12/18/1974	Esselte Business Corporation
Belarus	PENDAFLEX		22015			Esselte Business Corporation
Benelux	PENDAFLEX		324138		2/18/1974	Esselte Business Corporation
Benelux	OXFORD PENDAFLEX		327061		10/28/1974	Esselte Business Corporation
Benelux	OXFORD		324137			Esselte Business Corporation
Bolivia	PENDAFLEX		C-55176		8/27/1993	Esselte Business Corporation
Brazil	OXFORD		822660415		4/18/2006	Esselte Business Corporation
Brazil	OXFORD		3340295			Esselte Business Corporation
Brazil	PENDAFLEX		00311056 (renewal of 1232/311051 renewal of 311051		12/4/1977	Esselte Business Corporation
Bulgaria	PENDAFLEX		49726		2/12/2004	Esselte Business Corporation
Canada	PENDAFLEX		uca/14798			Esselte Business Corporation
Chile	PENDAFLEX		479470		2/12/1997	Esselte Business Corporation

China	PENDAFLEX		238436			Esselte Business Corporation
China	PENDAFLEX		238432			Esselte Business Corporation
Colombia	PENDAFLEX		14463 (49628 renewal no.)		3/24/1942	Esselte Business Corporation
Costa Rica	PENDAFLEX		27459/21762		4/22/1963	Esselte Business Corporation
Costa Rica	OXFORD		27684/21774			Esselte Business Corporation
Cuba	PENDAFLEX		74939		8/25/1948	Esselte Business Corporation
Czech Rep.	PENDAFLEX		220455		9/27/1999	Esselte Business Corporation
Denmark	PENDAFLEX		3778/77		11/4/1977	Esselte Business Corporation
Dominican Rep.	OXFORD		42151			Esselte Business Corporation
Dominican Rep.	PENDAFLEX		42154 (renewal of reg. no. 5664)		4/30/1946	Esselte Business Corporation
Ecuador	OXFORD		2201-93			Esselte Business Corporation
Ecuador	PENDAFLEX		1449-82		8/8/1996	Esselte Business Corporation
El Salvador	PENDAFLEX		00161		1/4/1976	Esselte Business Corporation
El Salvador	OXFORD		10740			Esselte Business Corporation
Finland	PENDAFLEX		76487			Esselte Business Corporation
France	PENDAFLEX		1481102		9/1/1978	Esselte Business Corporation
Germany	PENDAFLEX		653187		10/1/1990	Esselte Business Corporation
Germany	PENDAFLEX		911298		10/30/1973	Esselte Business Corporation
Greece	OXFORD		55216			Esselte Business Corporation
Greece	PENDAFLEX		55217			Esselte Business Corporation
Guatemala	PENDAFLEX		14416		8/29/1963	Esselte Business Corporation
Guatemala	OXFORD		14380			Esselte Business Corporation
Honduras	OXFORD		11616			Esselte Business Corporation
Honduras	PENDAFLEX		11531		9/11/1963	Esselte Business Corporation

Hong Kong	PENDAFLEX		1482/83		7/4/1983	Esselte Business Corporation
Hungary	PENDAFLEX		158669		11/5/1999	Esselte Business Corporation
India	PENDAFLEX		661005		3/30/1995	Esselte Business Corporation
Indonesia	PENDAFLEX		23282		11/14/1984	Esselte Business Corporation
Indonesia	PENDAFLEX		23283		11/14/1984	Esselte Business Corporation
Ireland	PENDAFLEX		85311			Esselte Business Corporation
Ireland	PENDAFLEX		85310			Esselte Business Corporation
Israel	PENDAFLEX		101105		3/4/1997	Esselte Business Corporation
Italy	OXFORD		727.610		7/3/1975	Esselte Business Corporation
Italy	PENDAFLEX		677706 (former 310993)		8/27/1978	Esselte Business Corporation
Japan	PENDAFLEX		1490013			Esselte Business Corporation
Malaysia/ Malaya	PENDAFLEX		M/98076			Esselte Business Corporation
Malaysia/ Malaya	PENDAFLEX		M/98077			Esselte Business Corporation
Malaysia/ Sabah	PENDAFLEX		31247			Esselte Business Corporation
Malaysia/ Sabah	PENDAFLEX		31246			Esselte Business Corporation
Mexico	PENDAFLEX		329517			Esselte Business Corporation
Mexico	OXFORD		466099			Esselte Business Corporation
Nicaragua	PENDAFLEX		12965		11/26/1963	Esselte Business Corporation
Nicaragua	OXFORD		12964			Esselte Business Corporation
Norway	PENDAFLEX		94517		7/31/1975	Esselte Business Corporation
Panama	OXFORD		15841		1/11/1972	Esselte Business Corporation
Panama	PENDAFLEX		16190		2/12/1972	Esselte Business Corporation
Peru	PENDAFLEX		74583 (renewal of 13855)			Esselte Business Corporation
Peru	PENDAFLEX		14755			Esselte Business Corporation

Peru	OXFORD		76115		5/16/1994	Esselte Business Corporation
Peru	OXFORD		74989			Esselte Business Corporation
Philippines	OXFORD		43226 (renewal of R-2987)			Esselte Business Corporation
Poland	PENDAFLEX		131479		8/8/2001	Esselte Business Corporation
Portugal	PENDAFLEX		186852			Esselte Business Corporation
Romania	PENDAFLEX		57071		8/25/2003	Esselte Business Corporation
Russia	PENDAFLEX		184659		6/23/1998	Esselte Business Corporation
Sarawak	PENDAFLEX		Sar/26447			Esselte Business Corporation
Sarawak	PENDAFLEX		26448			Esselte Business Corporation
Singapore	PENDAFLEX		6105/82			Esselte Business Corporation
Slovenia	PENDAFLEX		7480530		3/20/1996	Esselte Business Corporation
South Africa	OXFORD		B64/4881			Esselte Business Corporation
South Africa	PENDAFLEX		64/4882			Esselte Business Corporation
South Korea	PENDAFLEX		108759			Esselte Business Corporation
Spain	PENDAFLEX		765079		6/6/1978	Esselte Business Corporation
Spain	OXFORD PENDAFLEX		795911		12/5/1978	Esselte Business Corporation
Spain	PENDAFLEX		761553			Esselte Business Corporation
Sweden	PENDAFLEX		157376			Esselte Business Corporation
Switzerland	OXFORD (special script)		374017		1/9/1990	Esselte Business Corporation
Switzerland	OXFORD (USA)		238649			Esselte Business Corporation
Switzerland	PENDAFLEX		368115			Esselte Business Corporation
Taiwan	PENDAFLEX		222070			Esselte Business Corporation
Taiwan	PENDAFLEX		01084531		2/1/2004	Esselte Business Corporation
Thailand	PENDAFLEX		kor4895 (renewal of 88811)			Esselte Business Corporation

Turkey	PENDAFLEX		179595		12/28/1995	Esselte Business Corporation
United Kingdom	PENDAFLEX		622903			Esselte Business Corporation
Ukraine	PENDAFLEX		50695		6/15/2005	Esselte Business Corporation
United States	PENDAFLEX		383829		12/24/1940	Esselte Corporation
United States	OXFORD		993065		9/10/1974	Esselte Corporation
United States	OXFORD		1472270		1/12/1988	Esselte Corporation
United States	OXFORD		1553701		8/29/1989	Esselte Corporation
United States	OXFORD		1493146		6/21/1988	Esselte Corporation
United States	OXFORD		1526883		2/28/1989	Esselte Corporation
United States	OXFORD		540785		4/10/1951	Esselte Corporation
United States	OXFORD		130874		5/4/1920	Esselte Corporation
Venezuela	OXFORD		29691F		7/10/1954	Esselte Business Corporation
Venezuela	PENDAFLEX		138.184			Esselte Business Corporation
Vietnam	PENDAFLEX		22457		9/30/1996	Esselte Business Corporation
Yugoslavia	PENDAFLEX		24881		10/10/2010	Esselte Business Corporation

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Argentina	Pendaflex & Logo					Esselte Business Corporation
Aruba	Pendaflex & Logo		23576		6/16/2005	Esselte Business Corporation
Australia (Int'l)	Pendaflex & Logo		Int'l 819 913			Esselte Business Corporation
CTM	Pendaflex & Logo		3410305		2/7/2005	Esselte Business Corporation
Belarus (Int'l)	Pendaflex & Logo		819 913			Esselte Business Corporation
Brazil	Pendaflex & Logo	826115691		12/10/2003		Esselte Business Corporation
Bulgaria (Int'l)	Pendaflex & Logo		819 913			Esselte Corporation
Canada	Pendaflex & Logo	1,193,619		10/15/2003		Esselte Business Corporation
Chile	Pendaflex & Logo	627433	697.071	11/10/2003	7/7/2004	Esselte Business Corporation
China	Pendaflex & Logo	3786067	3786067	11/5/2003	2/7/2006	Esselte Business Corporation
China	Pendaflex & Logo	3786868	3786068	11/5/2003	2/14/2006	Esselte Business Corporation

China	Pendaflex& Logo	3786066	3786066	11/5/2003	2/14/2006	Esselte Business Corporation
Colombia	Pendaflex& Logo	04.006.569	308602	1/28/2004	11/18/2005	Esselte Business Corporation
Costa Rica	Pendaflex& Logo	2003-0007804	147355		5/18/2004	Esselte Business Corporation
Cuba	Pendaflex& Logo	13/2004	13/2004			Esselte Business Corporation
Dominican Republic	Pendaflex& Logo	2004-8286	141261	1/16/2004	5/30/2004	Esselte Business Corporation
El Salvador	Pendaflex& Logo	2003037052 2003037049	126, 124	12/8/2003	2/11/2005	Esselte Bus. Corp.
Greece	Pendaflex & Logo	149.684				Esselte Business Corporation
Guatemala	Pendaflex& Logo		130772		7/13/2003	Esselte Business Corporation
Guatemala	Pendaflex& Logo	M-30-2004	132205	1/7/2004	10/4/2004	Esselte Business Corporation
Guatemala	Pendaflex& Logo	M-31-2004,	136931	1/7/2004	7/28/2005	Esselte Business Corporation
Honduras	Pendaflex& Logo	1,580-04	91.236	1/26/2004	7/1/2004	Esselte Business Corporation
Hong Kong	Pendaflex& Logo	300110069	300110069	11/12/2003	4/19/2004	Esselte Business Corporation
Iceland (Int'l)	Pendaflex& Logo		819 913			Esselte Business Corporation
India	Pendaflex& Logo	1251818		11/27/2003		Esselte Business Corporation
Indonesia	Pendaflex& Logo	D00.2003.341 16-34454 & Doo.2003.341 17-34455		12/10/2003		Esselte Business Corporation
International	Pendaflex & Logo		819913			Esselte Business Corporation
Ireland	Pendaflex& Logo	2003/02045	228476	10/31/2003	10/31/2003	Esselte Business Corporation
Israel	Pendaflex& Logo	167628	167,628	10/28/2003	10/28/2003	Esselte Business Corporation
Japan	Pendaflex& Logo		819 913			Esselte Business Corporation
Kazakhstan	Pendaflex & Logo	25633		11/19/2003		Esselte Business Corporation
South Korea (Int'l)	Pendaflex & Logo		819913		1/13/2004	Esselte Business Corporation
Macedonia	Pendaflex & Logo		819 913			Esselte Business Corporation
Malaysia	Pendaflex& Logo	17724		12/31/2003		Esselte Business Corporation

Mexico	Pendaflex& Logo	635080 635081, 635083	824941, 824942, 823945	12/18/2003	3/15/2004	Esselte Business Corporation
Nicaragua	Pendaflex& Logo	2003/03761	70,704 LM	12/12/2003	8/3/2004	Esselte Business Corporation
Norway (Int'l)	Pendaflex& Logo		819 913		9/30/2005	Esselte Business Corporation
Panama	Pendaflex & Logo	131857		11/17/2003		Esselte Business Corporation
People's Rep. of Korea	Pendaflex & Logo		819 913			Esselte Business Corporation
Peru	Pendaflex& Logo	195547, 195548	95282		2/25/2004	Esselte Business Corporation
Peru	Pendaflex&Logo	0195547- 2003	97676		6/8/2004	Esselte Bus. Corp.
Philippines	Pendaflex& Logo	4-2003- 0010861		11/25/2003		Esselte Business Corporation
Rep. of Korea (Int'l)	Pendaflex & Logo		819 913			Esselte Business Corporation
Romania (Int'l)	Pendaflex& Logo		819 913			Esselte Business Corporation
Russia (Int'l)	Pendaflex& Logo		819 913			Esselte Business Corporation
Singapore	Pendaflex& Logo	19657A	T03/19657A	12/5/2003	5/12/2003	Esselte Business Corporation
South Africa	Pendaflex& Logo	2003/20267		11/17/2003		Esselte Business Corporation
Switzerland (Int'l)	Pendaflex & Logo		819 913			Esselte Business Corporation
Taiwan	Pendaflex& Logo	95012254		3/14/2006		Esselte Business Corporation
Thailand	Pendaflex & Logo	539106	TM212187	12/12/2003		Esselte Business Corporation
Turkey	Pendaflex& Logo	2003/031212	2003 031212	11/18/2003	11/18/2003	Esselte Business Corporation
Ukraine (Int'l)	Pendaflex & Logo		819 913		1/13/2004	Esselte Business Corporation
United States	Pendaflex & Logo	78/319,147		10/27/2003		Esselte Business Corporation
Uzbekistan	Pendaflex& Logo	MGU 2003 0815	MGU 12975	12/25/2003	9/8/2004	Esselte Business Corporation
Venezuela	Pendaflex& Logo	2004-019556		11/16/2004		Esselte Business Corporation

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Japan	Xyron & Design.		4464646		4/6/2001	Xyron, Inc.
USA	XXYRON & Design		2368012		4/25/2000	Xyron, Inc.
Germany	Xyron		2900201		6/24/1994	Xyron, Inc.
Japan	Xyron (In Katakana)		4359502		2/4/2000	Xyron, Inc.

Romania	Xyron	M2005 00489	67066			Xyron, Inc.
USA	Xyron		2368013		7/18/2000	Xyron, Inc.
Canada	Xyron	1274188				Xyron, Inc.
Canada	X Xyron & Design	1274190				Xyron, Inc.
United States	WISHBLADE	78453366	2992537	7/20/2004	9/6/2005	Xyron, Inc.
United States	PREVIEW	78274530	2914519	7/15/2003	12/28/2004	Xyron, Inc.
United States	LEGACIES	78274489	2955709	7/15/2003	5/24/2005	Xyron, Inc.
United States	DESIGN DISC	76655377		2/21/2006		Xyron, Inc.
United States	DESIGN RUNNER	76651791		12/13/2005		Xyron, Inc.
United States	STICKY SPOTS	76494692	2878557	2/19/2003	8/31/2004	Xyron, Inc.
United States	X	76399998	2730899	4/25/2002	6/24/2003	Xyron, Inc.
United States	ELIMINATOR X XYRON TECHNOLOGY	76266326	2692274	6/4/2001	3/4/2003	Xyron, Inc.
United States	EZLAMINATOR	76266325	2690056	6/4/2001	2/25/2003	Xyron, Inc.
United States	EZLAMINATOR	76072949	2558072	6/19/2000	4/9/2002	Xyron, Inc.
United States	EZ LAMINATOR	76067776	2553977	6/12/2000	3/26/2002	Xyron, Inc.
United States	CREATE-A-STICKER	75936820	2705820	3/7/2000	4/15/2003	Xyron, Inc.