

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
Esselte Canada Inc.		08/08/2006	CORPORATION: CANADA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	2145602	PRESENTATION PERFECT	
Registration Number:	1973891	POSTFAX	
Registration Number:	2178900	LASERSLIDE	
Registration Number:	2488311	IMAGEMAKER	
Registration Number:	2053806	BOOK NOTES	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-420-5527		
Email:	rbirdwell@phrd.com		
Correspondent Name:	Rhonda J. Birdwell, Paralegal -- PHR&D		
Address Line 1:	285 Peachtree Center Ave.		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	1809-50		

CH \$140.00 2145602

NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	09/12/2006

Total Attachments: 13

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TRADE-MARK SECURITY AGREEMENT

(Canadian Borrower)

This **TRADE-MARK SECURITY AGREEMENT** (this "Agreement") is made on August 8, 2006, among **ESSELTE CANADA INC.**, a Canada corporation located at 333 Foster Crescent, Unit 2, Mississauga, Ontario, Canada, L5R 3Z9 (hereafter referred to as "Grantor"), and **BANK OF AMERICA, N.A. (acting through its Canada branch)**, as Canadian 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, "Canadian Agent").

Recitals:

Grantor is party with Esselte Corporation, a New York corporation formerly known as Esselte Business Corporation and Xyron, Inc., an Arizona corporation (collectively "U.S. Borrowers"), and Esselte Leitz GmbH & Co KG, a limited liability company organized under the laws of Germany ("German Borrower", and together with Grantor and the U.S. Borrowers, "Borrowers"), Canadian Agent, certain other agents (together with Canadian 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 "Canadian Lenders" have agreed to make Revolver Loans and to extend or make arrangements for the extension of other credit to or on behalf of Grantor as the Canadian Borrower thereunder.

Grantor is also party to a Guarantee dated the date hereof in favour Canadian Agent and Lenders, pursuant to which Grantor has agreed to guarantee all of the Obligations owing by the German Borrower under the Credit Agreement and the other Loan Documents (as at any time amended, restated, modified or supplemented, the "Guarantee").

In order to induce Lenders to make Revolver Loans and extend or otherwise make arrangements for the extension of other credit as provided in the Credit Agreement, Grantor has executed and delivered to Canadian Agent, for itself and the ratable benefit of Secured Parties, a certain General Security Agreement in which Grantor has granted a continuing security interest in and lien upon all of its personal property, which General Security Agreement is governed by the laws of Ontario, dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and has also agreed to grant a continuing security interest in and lien upon and right of set-off against the Trade-mark Collateral (as hereinafter defined) to Canadian Agent, for the benefit of the Secured Parties, to secure the payment and performance of all of the Obligations (as hereinafter defined).

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, Grantor hereby agrees with Canadian 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. Capitalized terms used herein and defined in the PPSA shall have the same meanings as in the PPSA unless the context otherwise requires. The word "including" shall be understood to mean "including, without limitation".

2. As security for the prompt payment and performance of all of the Canadian Obligations and German Obligations at any time owing to the Canadian Agent, for itself and on behalf of the Secured Parties, or to such Secured Parties, or from time to time remaining unpaid to Canadian Agent and/or any Secured Party arising under or in connection with the Credit Agreement or any other Loan Document, including, without limitation, all liabilities and obligations of Grantor as a Canadian Borrower pursuant to the Credit Agreement or as guarantor of the German Obligations pursuant to the Guarantee, wheresoever and howsoever incurred and in any currency and whether incurred by Grantor alone or with another or others and whether as principal, guarantor or surety, and all interest, commissions, cost of realization, legal and other costs, charges and expenses (collectively the "Obligations"), Grantor hereby grants to Canadian Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon, and right of set-off against, all of Grantor's right, title and interest in and to all of the following property of Grantor, whether now owned or existing or hereafter created, acquired or arising (the "Trade-mark Collateral"):

(a) all trade-marks, trade-mark registrations, trade names and trade-mark applications of Grantor, including, without limitation, the trade-marks 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 trade-marks, trade-mark registrations, trade names and applications being herein collectively referred to as the "Trade-marks");

(b) all of the goodwill of Grantor's business connected with and symbolized by the Trade-marks; and

(c) all proceeds of the foregoing.

Notwithstanding anything to the contrary set forth in this paragraph 2, the types or items of Trade-mark Collateral described above shall not include any rights or interests in any contract 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 Canadian 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 any Applicable Law or (ii) so as to limit, impair or otherwise affect Canadian Agent's unconditional continuing security interest in and Lien upon any rights or interests of Grantor in or to monies due or to become due under any such

contract (including any Accounts). Grantor 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 favour of Canadian Agent in Grantor's rights under such contract to the extent that such contract involves an amount in excess of \$250,000 or involves the payment of royalties of at least \$50,000 per year.

To the extent that the granting of a security interest in a trade-mark or service mark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such trade-mark or service mark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1060) (the "Lanham Act")) would render such trade-mark or service mark (or the application therefore) invalid or unenforceable, then the security interest granted under this Agreement shall not attach to such trade-mark or service mark application filed on the basis of the Grantor's intent to use such trade-mark 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. Grantor covenants with and warrants to Canadian Agent that:

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

(b) Grantor authorizes the filing of this Agreement with the Canadian Intellectual Property Office in accordance with the *Trade-marks Act* (Canada) or otherwise, the United States Patent and Trademark Office and any other applicable foreign filing office;

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

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

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

(f) Grantor is the sole and exclusive owner of the entire right, title and interest in and to all of the Trade-marks now or hereafter made 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 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. Grantor covenants and agrees with Canadian Agent that:

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

(b) 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 Trade-marks. Grantor will file affidavits of use with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other applicable foreign filing office for each registered Trade-mark as required by Applicable Law to maintain the registration thereof without loss of protection therefor; provided, however, that Grantor may abandon any Trade-mark that does not have a material economic value as determined by Grantor in its reasonable business judgment, and Grantor provides Canadian Agent with prompt notice of such abandonment in writing.

5. Until Full Payment of the Obligations, Grantor shall not enter into any license agreement relating to any of the Trade-marks with any Person except licenses in the Ordinary Course of Business and for reasonable compensation or other consideration, and shall not become a party to any agreement with any Person that is inconsistent with Grantor's obligations under this Agreement.

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

7. Until full payment of the Obligations, Grantor irrevocably authorizes and empowers Canadian Agent to modify this Agreement by amending Exhibit A to include any future trade-marks and trade-mark applications within the definition of Trade-marks under paragraph 2 or paragraph 5 hereof.

8. Grantor hereby grants to Canadian Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the right upon prior notice to Grantor, and subject only to any obligations of confidentiality to which 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 Grantor's plants and facilities which manufacture, inspect or store products sold under any of the Trade-marks 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, Canadian Agent shall have, in addition to all other rights and remedies given it by this Agreement, the 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 PPSA. Without limiting the generality of the foregoing, Canadian 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 Grantor, each of which Grantor hereby expressly waives, and without advertisement (except as otherwise provided by Applicable Law), collect directly any payments due Grantor in respect of the Trade-mark Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Trade-mark Collateral, or any interest which Grantor may have therein. Grantor hereby agrees that fifteen (15) days notice to Grantor of any public or private sale or other disposition of any of the Trade-mark 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, Canadian Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trade-mark Collateral sold, free from any right of redemption on the part of any Grantor, which right each Grantor hereby waives and releases. Canadian Agent shall apply the proceeds of such sale or other disposition of the Trade-mark 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, Grantor and each Guarantor of the Obligations (to the extent of its Guarantee) shall remain jointly and severally liable therefor.

10. Grantor hereby confirms and reaffirms the powers, rights and authority as the Grantor's attorney and agent-in-fact conferred upon the Canadian Agent and the Canadian Agent's designee, in section 14.1 of the Credit Agreement, including the power and right and authority to do any or all of the following: to endorse Grantor's name on all applications, documents, papers and instruments necessary for Canadian Agent to continue the registration of or to use the Trade-marks, or to grant or issue any exclusive or nonexclusive license under the Trade-marks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trade-mark Collateral to any other Person. 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 counsels' fees and legal expenses) incurred by Canadian 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 Canadian Intellectual Property Office, the United States Patent and Trademark Office or in other applicable public offices, the payment or discharge of any taxes, counsel fees, renewal fees or Liens, or otherwise, in protecting, maintaining and preserving any Trade-mark Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Trade-mark Collateral, shall be borne and paid by Grantor (it being the intent of Grantor and Canadian Agent that Grantor shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Trade-marks) or, if paid by Canadian Agent in its sole discretion, shall be reimbursed by Grantor in accordance with the terms of the Credit Agreement.

12. Grantor shall use its commercially reasonable efforts to detect any material infringements of the Trade-marks and shall notify Canadian Agent in writing of such infringements detected. Grantor shall have the duty through counsel reasonably acceptable to Canadian Agent, to take commercially reasonable steps to prosecute diligently any trade-mark application for a Trade-mark 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 trade-marks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect the Trade-marks(subject to Grantor's reasonable discretion in the Ordinary Course of Business, or, during the existence and continuance of an Event of Default, promptly upon Canadian Agent's request) and, promptly upon Canadian Agent's request, during the existence of an Event of Default to do any and all acts which are deemed necessary or desirable by Canadian Agent to preserve and maintain all rights in the Trade-marks. Any expenses incurred in connection with such applications or proceedings shall be borne by Grantor. Except as otherwise provided in paragraph 4(b) hereof, Grantor shall not abandon any right to file a trade-mark application or any pending trade-mark application or trade-mark, without the prior written consent of Canadian Agent.

13. Notwithstanding anything to the contrary contained in paragraph 2 hereof Canadian Agent shall have the right, at any time upon the occurrence and continuance of an Event of Default, but shall in no way be obligated, to bring suit in its own name to enforce the Trade-marks and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Trade-marks or license hereunder, in either of which events Grantor shall at the request of Canadian Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Canadian Agent in aid of such enforcement or defence and Grantor shall promptly, upon demand, reimburse and indemnify Canadian Agent for all costs and expenses incurred by Canadian Agent in the exercise of its rights under this paragraph 13, in accordance with the terms and provisions of the Credit Agreement.

14. If 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, Canadian Agent may discharge such obligations in Grantor's name or in Canadian Agent's name, in Canadian Agent's sole discretion, but at Grantor's expense, and Grantor agrees to reimburse Canadian Agent in full for all expenses, including, without limitation, reasonable counsels' fees, incurred by Canadian Agent in prosecuting, defending or maintaining the Trade-marks or Canadian Agent's interest therein pursuant to this Agreement, in accordance with the terms and provisions of the Credit Agreement.

15. Neither Canadian 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 Canadian Agent and then only to the extent therein set forth. A waiver by Canadian Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Canadian Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Canadian 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 has been executed and delivered by Grantor for the purpose of setting forth certain rights and remedies in respect of the Trade-mark Collateral and for the purpose of recording the security interest of Canadian Agent in the Trade-mark Collateral with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any other applicable foreign filing offices, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Canadian Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Canadian Agent therein) shall remain in full force and effect in accordance with their terms.

19. 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 Canadian Agent, the other Secured Parties and Grantor 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 the Security Agreement the terms of the Credit Agreement or the 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 Canadian Agent and Grantor, or as provided in paragraph 7 hereof.

21. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including Grantor as debtor-in-possession) and shall, together with the rights and remedies hereunder of Canadian Agent, for the benefit of Canadian Agent and the other Secured Parties, inure to the benefit of Canadian 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 Canadian Agent, for the benefit of Canadian Agent and the other Secured Parties. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement except as otherwise expressly permitted under the Credit Agreement.

22. Grantor hereby waives notice of Canadian Agent's acceptance hereof.

23. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (BUT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES) OF THE PROVINCE OF ONTARIO, AND ANY APPLICABLE LAWS OF CANADA.

24. 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 CANADIAN AGENT, SECURED PARTIES AND GRANTOR 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.

25. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[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 CANADA INC.

By: 
Name: Jeffrey Good
Title: President

Accepted:

BANK OF AMERICA, N.A.
(acting through its Canada
branch),
as Canadian Agent

By: _____
Name: _____
Title: _____

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

ESSELTE CANADA INC.

By: _____
Name: _____
Title: _____

Accepted:

**BANK OF AMERICA, N.A. (acting
through its Canada branch),
as Canadian Agent**

By: _____
Name: **L. M. Junior Del Brocco**
Title: **Senior Vice President**

EXHIBIT A

Trade-marks

CANADA

Trade-Marks

Trade-mark	Application No.	Registration No.	Registration Date	Renewal Date	Owner
-MATE	0506899	TMA335930	December 31, 1987	December 31, 2017	Esselte Canada Inc.
BOOK NOTES	0748775	TMA443344	May 26, 1995	May 26, 2010	Esselte Canada Inc.
CARRYFILE	0560169	TMA339747	April 29, 1988	April 29, 2018	Esselte Canada Inc.
COPYSAFE	0489616	TMA284308	October 21, 1983	October 21, 2013	Esselte Canada Inc.
DESK-MATE	0367207	TMA208378	July 18, 1975	July 18, 2020	Esselte Canada Inc.
EARTHWISE/SAUV-TERRE & DESIGN	0698583	TMA462054	August 30, 1996	August 30, 2011	Esselte Canada Inc.
IMAGEMAKER	0779557	TMA510885	April 14, 1999	April 14, 2014	Esselte Canada Inc.
INSTANTAB	0457422	TMA267026	March 5, 1982	March 5, 2012	Esselte Canada Inc.
LOOKING GOOD, BY DESIGN!	0780563	TMA465917	November 8, 1996	November 8, 2011	Esselte Canada Inc.
LOOKING GOOD, BY DESIGN!	0777731	TMA465920	November 8, 1996	November 8, 2011	Esselte Canada Inc.
OMNI-DEX	0608782	TMA354059	March 31, 1989	March 31, 2019	Esselte Canada Inc.
OXFORD Design	0505015	TMA296614	November 2, 1984	November 2, 2014	Esselte Canada Inc.
OXFORD	0160889	UCA000930	December 9, 1932	December 9, 2007	Esselte Canada Inc.
PORTAFILE	0451277	TMA262397	September 11, 1981	September 11, 2011	Esselte Canada Inc.
PRESENTATION PERFECT	0787041	TMA478137	June 20, 1997	June 20, 2012	Esselte Canada Inc.
QUIK VIEW	1102653	TMA603895	March 3, 2004	March 3, 2019	Esselte Canada Inc.
RAPIDEX	0389006	TMA215949	September 10, 1976	September 10, 2006	Esselte Canada Inc.
REVERSAFLEX DESIGN	0640707	TMA383215	April 19, 1991	April 19, 2006	Esselte Canada Inc.
REVERSAFLEX	0392560	TMA220488	May 6, 1977	May 6, 2007	Esselte Canada Inc.
SLIMTRIM	0369942	TMA201323	August 23, 1974	August 23, 2019	Esselte Canada Inc.
SPEEDFRAME	0389868	TMA217491	December 3, 1976	December 3, 2006	Esselte Canada Inc.
STOR'N GO	1115307	TMA603865	March 2, 2004	March 2, 2019	Esselte Canada Inc.
TELE MEMO	0590630	TMA388135	August 30, 1991	August 30, 2006	Esselte Canada Inc.
UNIFRAME	0478989	TMA289907	April 13, 1984	April 13, 2014	Esselte Canada Inc.
VYNL-CLAD DESIGN	0275649	TMA134275	January 17, 1964	January 17, 2009	Esselte Canada Inc.

UNITED STATES OF AMERICA

Trademarks

Trade-mark	Registration No.	Registration Date	Owner
Presentation Perfect	2145602	March 24, 1998	Esselte Canada Inc.
Postfax	1973891		Esselte Canada Inc.
Laserslide	2178900	August 4, 1998	Esselte Canada Inc.
Imagemaker	2488311	September 11, 2001	Esselte Canada Inc.
Book Notes	2053803	April 22, 1997	Esselte Canada Inc.

UNITED KINGDOM

Trademarks

Trade-mark	Registration No.	Registration Date	Owner
REVERSAFLEX	1082560	August 18, 1997	Esselte Canada Inc
STARMARK	10430039	February 28, 1975	Esselte Canada Inc.

EXHIBIT B
CERTIFICATE

The undersigned officer of **ESSELTE CANADA INC.** ("Grantor"), DOES HEREBY CERTIFY to **BANK OF AMERICA, N.A.** (acting through its Canada branch) ("Canadian Agent") as Canadian administrative and collateral agent for certain parties from time to time party to the Credit Agreement among Canadian Agent, the other parties designated as agents thereunder, the various financial institutions parties thereto from time to time as lenders, Esselte Corporation, Xyron, Inc., Grantor, and Esselte Leitz GmbH & Co KG, that the quality of the products associated with the Trade-marks listed on Exhibit A of the Trade-mark Security Agreement dated _____, 2006, among Grantor and Canadian Agent (as amended from time to time to include future trade-marks and trade-mark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Grantor, this ___ day of _____, 20__.

ESSELTE CANADA INC.

By: _____
Name: _____
Title: _____