



TUCKER, FLYER & LEWIS
1615 L Street, N.W.
Washington, D.C. 20036
(202) 452-8600

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Revised.
~~11-19-98~~

<p>1. NAME OF CONVEYING PARTY:</p> <p>Mail Boxes Etc. USA, Inc. a California corporation,</p> <p style="text-align: right; font-size: 2em;"><i>11-19-98</i></p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>The Chase Manhattan Bank a New York banking corporation 200 Jericho Quadrantle Jericho, New York 11753</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Corrected Cover Sheet</p> <p>3A. EXECUTION DATE: July 22, 1998 3B. EFFECTIVE DATE: July, 22, 1998</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>75/374,574 – A TOOL! NOT A TOY</p> <p>Additional numbers attached? 5</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>1,344,959 – MAIL BOXES ETC. USA</p> <p>Additional numbers attached? 22</p>
<p>Henry W. Leeds, Esq. Tucker, Flyer & Lewis Suite 400 1615 L Street, N.W. Washington, D.C. 20036</p>	
<p>6. TOTAL NUMBER OF TITLES: 29</p> <p>7. TOTAL FEE: \$740.00 – Checks Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 20-1582</p> <p>Our Ref: 59160.309</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Henry W. Leeds</i> Henry W. Leeds Date: November 18, 1998</p> <p style="text-align: right;">Page 1 of 5</p>

I hereby certify that the foregoing assignment was deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Assistant Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 18th day of November 1998.

Andreea L. Engel

SCHEDULE A

<u>Registration No.</u>	<u>Reg. Date</u>	<u>Mark</u>
1,344,959	June 25, 1985	MAIL BOXES ETC. USA
1,336,573	May 21, 1985	MBE Plus Design
1,342,528	June 18, 1985	MAIL BOXES ETC. USA Plus Design
1,344,960	June 25, 1985	MAIL BOXES ETC. USA Plus Design
1,352,021	July 30, 1985	MAIL BOXES ETC. USA
2,002,217	September 24, 1996	MAIL BOXES, ETC.
1,505,212	September 20, 1988	MAIL BOXES ETC. Plus Design
1,609,326	August 7, 1990	MAIL BOXES ETC. Plus Design
1,726,118	October 20, 1992	MBE Square Globe Design
1,306,328	November 20, 1984	THE POST OFFICE ALTERNATIVE
1,305,345	November 13, 1984	MINUTE MAIL
1,868,630	December 20, 1994	BIG OR SMALL WE SHIP IT ALL
1,880,837	February 28, 1995	MAKING BUSINESS EASIER
1,920,091	September 19, 1995	ETC. ETC. (Stylized)
2,000,598	September 17, 1996	WE'RE THE BIGGEST BECAUSE WE DO IT RIGHT!
1,918,375	September 12, 1995	MBENET
2,002,159	September 24, 1996	IT'S OT WHAT WE DO, IT'S HOW WE DO IT
1,880,087	February 21, 1995	THE TOTAL SHIPPING SOLUTION
1,862,799	November 15, 1994	TICKETNET
2,092,938	September 2, 1997	NO LIMIT SHIPPING
2,097,177	September 16, 1997	COPIES. NOT COPIES.
2,156,007	May 12, 1998	MBE MAIL BOXES ETC. Plus Design
2,139,907	March 3, 1998	ETC., ETC., ETC.

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
75/374,574	October 14, 1997	A TOOL! NOT A TOY
75/189,124	October 16, 1996	NO FINE PRINT
75/438,001	February 20, 1998	eMBE
75/438,002	February 20, 1998	"COMPUTER EXPRESS"
75/404,511	December 12, 1997	MBE BUSINESS EXPRESS
75/374,583	October 14, 1997	MBE EXPRESS

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08-11-1998




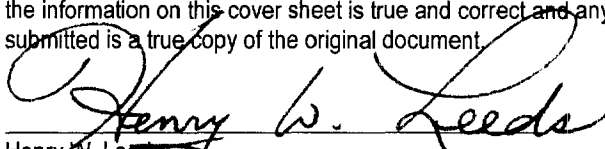
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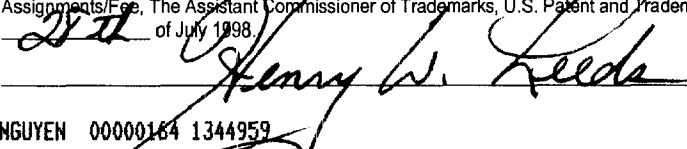
U.S. Patent & TMO/TM Mail Rpt Dt. #61



07-30-1998

<p>1. NAME OF CONVEYING PARTY:</p> <p>Mail Boxes Etc. USA, Inc. a California corporation,</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>The Chase Manhattan Bank a New York banking corporation</p>
<p>3. NATURE OF CONVEYANCE: </p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTIVE DATE: July 22, 1998 3B. EFFECTIVE DATE: July 22, 1998</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
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25th of July 1998


08/10/1998 DNGUYEN 00000164 1344959

01 FC:481 40.00 OP
02 FC:482 700.00 OP

059160-00309-00113.doc

TRADEMARK
REEL: 1825 FRAME: 0221

ASSIGNMENT OF SECURITY INTEREST

(DISTRICT OF COLUMBIA)

SS:

RECITALS

- A. On June 10, 1998, U.S. OFFICE PRODUCTS COMPANY, a Delaware corporation ("USOP"), and certain of its subsidiaries including MAIL BOXES ETC. USA, INC., a California corporation ("Subsidiary"), entered into a Guarantee and Collateral Agreement which provided for Subsidiary to grant a security interest in its intellectual property shown on the attached Schedule A to THE CHASE MANHATTAN BANK, a New York banking corporation ("CHASE"), as collateral to secure its guarantee of USOP's obligations under a Credit Agreement with Chase.
- B. CHASE is desirous of having a written assignment of the security interest in the properties shown on Schedule A for recording in the United States Patent and Trademark Office.

GRANT

For and in consideration of the sum of \$10.00, and other good and valuable consideration being extant:

1. Subsidiary hereby conveys and grants to CHASE a security interest in and to the marks, as well as the registrations and applications for registration thereof, shown on the attached Schedule A for the purpose of securing the obligations of Subsidiary under the aforementioned Guarantee and Collateral Agreement.
2. So long as Subsidiary remains obligated to make any payments to CHASE pursuant to the Guarantee and Collateral Agreement, Subsidiary will not mortgage, encumber, assign, hypothecate or otherwise dispose of any interest in or to the properties on Schedule A. Nothing herein, however, shall preclude Subsidiary from assigning all of such properties to a successor, subject to the security interest to CHASE. Further, nothing herein shall require Subsidiary to continue to use any one or more of the marks on Schedule A.
3. In the event of default by Subsidiary under the terms of the Guarantee and Collateral Agreement, CHASE shall have all of the rights set forth in such agreement and all rights of a secured party under the Uniform Commercial Code of New York to foreclose and realize upon the trademarks, applications and registrations set forth in Schedule A, and the goodwill of the business symbolized thereby, in any reasonable manner, including sale at public or private auction, at either of which CHASE or any holder or holders of the indebtedness secured by the Guarantee and Collateral Agreement may purchase.

4. This grant of a security interest is limited to the properties on Schedule A. It shall not apply to subsequent registrations of any of the marks on Schedule A for different goods or services, nor to any variation of such marks which are subsequently adopted, used and registered by Subsidiary, regardless of the goods or services with which the variation is used.

MAIL BOXES ETC. USA, INC.

Corporate Seal

By: *Kathleen M. Delaney*
Kathleen Delaney

Attest: *[Signature]*

(DISTRICT OF COLUMBIA)

SS:

Kathleen Delaney has subscribed and sworn to me that she is Vice President of MAIL BOXES ETC. USA, INC., a California corporation; that she is authorized to execute the aforementioned assignment of security interest; and that she so executed it as her free act and deed and as the free act and deed of the corporation this 22 day of July, 1998.

Charlitt R. Bates

Notary Public
(NOTARY SEAL)

My Commission Expires April 30, 1999