

11-04-2002



102270378

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Corporate Express Office Products, Inc. **10-29-02**

Individuals Association
 General Partnership Limited Partnership

Corporation - Delaware
 Other

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street
City: New York State: NY Zip Code: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: May 12, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule A

Additional numbers attached? Yes No

Trademark Registration No.(s)

See attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

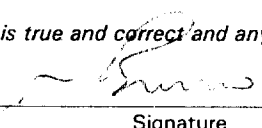
6. Total number of applications and registrations involved **26**

7. Total fee (37 CFR 3.41): \$ 665.00
 Enclosed - Check in the amount of \$640.00
 Authorized to be charged to deposit account - Charge \$25.00

8. Deposit account number:
23-1705 (in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Helen Bruno  October 29, 2002
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: **9**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**TRADEMARK
REEL: 2609 FRAME: 0680**

FINANCE
RECORDS
OCT 29 2002

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1. OE ACQUISITION CORP.

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
U.S. OFFICE PRODUCTS	75/194980	11/08/96		
U.S. OFFICE PRODUCTS & Design	75/159936	08/22/96		
U.S. OFFICE PRODUCTS & Design	75/159935	08/22/96		
U.S. OFFICE PRODUCTS & Design	75/159937	08/22/96		
USOPNET			2,426,043	02/06/01

2. ANDREWS OFFICE SUPPLY & EQUIPMENT CO.

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
BALTIMORE SELECT	75/755809	07/20/99		
COFFEE BUTLER SERVICE			1,014,439	06/02/75
BUTLER DESIGN			1,199,153	06/22/82
miscellaneous design			1,202,657	07/27/82
ANDREWS & Design			1,202,658	07/27/82
ANDREWS			1,209,194	09/14/82
ANDREWS (Stylized)			1,213,250	10/19/82
THE BUTLERS CHOICE			1,280,063	05/29/84
VIP BLEND			1,280,064	05/29/84
Miscellaneous Design			1,359,633	09/10/85
THE OFFICE RESOURCE			1,395,109	05/27/86
SUNDIAL			1,615,092	09/25/90
Butler Design			1,622,754	11/13/90
COFFEE BUTLER			1,623,882	11/20/90
COFFEE BUTLER			1,664,493	11/12/91
WASHINGTON CHOICE			1,783,579	06/17/93
BALTIMORE SELECT			1,789,020	08/17/93
ANDREWS COFFEE & BEVERAGE			1,824,745	03/01/94
Coffee Butler Design			1,884,128	03/14/95
THE OFFICE BUTLER			1,888,980	04/11/95

3. AMERICAN LOOSE LEAF/BUSINESS PRODUCTS, INC.

3. AMERICAN LOOSE LEAF/BUSINESS PRODUCTS, INC.

TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
OFFICE EXTRA			2,101,937	09/30/97

TRADEMARK
REEL: 2609 FRAME: 0682

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Corporate Express Office Products, Inc., a Delaware corporation (the "Assignor") with principal offices at One Environmental Way, Broomfield, Colorado, 80021, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of October 26, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

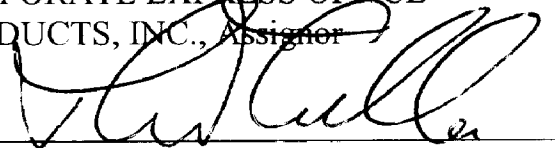
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security

Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 12 day of May, 2000.

CORPORATE EXPRESS OFFICE
PRODUCTS, INC., Assignor

By


Name: Thomas F. Cullen
Title: Vice President

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

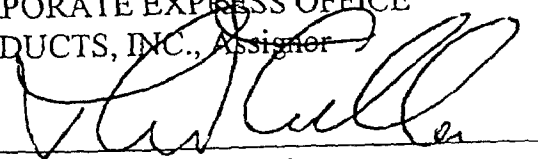
By _____

Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 21 day of June, 2001.

CORPORATE EXPRESS OFFICE
PRODUCTS, INC., Assignor

By


Name: Thomas F. Cullen
Title: Vice President

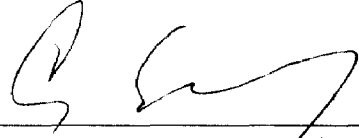
BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By


Name: Diane F. Rolfe
Title: Vice President

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On this 12 day of May, 2001, before me personally came Thomas F. Cullen who, being by me duly sworn, did state as follows: that he is Vice President of Corporate Express Office Products, Inc., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

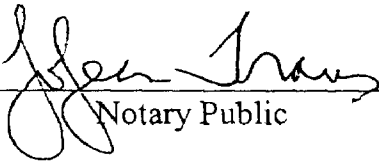


~~Notary Public~~
Commissioner of the Superior Court
Cozata Solloway

STATE OF New York)
COUNTY OF New York) ss.:

On this 21 day of JUNE, 2001 before me personally came _____

DIANE F. ROLFE who, being by me duly sworn, did state as follows: that [s]he is
VICE PRESIDENT of Bankers Trust Company that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.



Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 2001