

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IKON OFFICE SOLUTIONS, INC.	Alco Standard Corporation	07/28/2004	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	201 South College Street
Internal Address:	CP-8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	as Collateral Agent:

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2713662	IKON OFFICE SOLUTIONS
Registration Number:	2357850	IKON OFFICE SOLUTIONS
Registration Number:	1298071	A
Registration Number:	1303517	A-COPY AMERICA
Registration Number:	1294966	A-COPY AMERICA
Registration Number:	1325783	OFFICEPRO

CORRESPONDENCE DATA	
Fax Number:	(704)353-3692
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704.331.5792
Email:	docket@kennedycovington.com
Correspondent Name:	Karl S. Sawyer, Jr.
Address Line 1:	214 North Tryon Street
Address Line 2:	Hearst Tower, 47th Floor
Address Line 4:	Charlotte, NORTH CAROLINA 28202

OP \$165.00 2713662

ATTORNEY DOCKET NUMBER:

0013567.00104

NAME OF SUBMITTER:

Marcia Siuda, Trademark Paralegal

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 28, 2004 by and between IKON OFFICE SOLUTIONS, INC. (formerly known as Alco Standard Corporation), an Ohio corporation (the "Grantor"), having its chief executive office at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (the "Collateral Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0760.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of July 28, 2004 by and among the Grantor and certain of its Subsidiaries party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Collateral Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

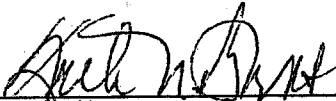
(iv) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

28<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of July, 2004.

IKON OFFICE SOLUTIONS, INC., as Grantor

By:   
Name: Kathleen M. Burns  
Title: Vice President & Treasurer

[Signature Pages Continue]

Agreed and Accepted as of the  
28<sup>th</sup> day of July, 2004.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: William R. Goley  
Name: WILLIAM R. GOLEY  
Title: DIRECTOR  
WACHOVIA BANK, NATIONAL ASSOCIATION

ACKNOWLEDGMENT

STATE OF PA

COUNTY OF Chester

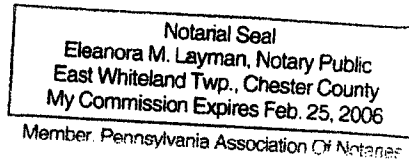
I, Eleanora M. Layman, a Notary Public for said County and State, do hereby certify that Kathleen M. Burns personally appeared before me this day and stated that (s)he is VP/Treas of IKON Office Solutions, Inc. and acknowledged, on behalf of IKON Office Solutions, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 27<sup>th</sup> day of July, 2004.

Eleanora M. Layman  
Notary Public

My commission expires:

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Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademark or Trademark Application</u>	<u>Registration Number</u>	<u>Filing Date</u>
IKON Office Solutions, Inc.	Trademark	2713662	January 19, 1996
IKON Office Solutions, Inc	Trademark	2357850	January 25, 1996
Alco Standard Corporation (now known as IKON Office Solutions, Inc.)	Trademark	1298071	May 25, 1983
Alco Standard Corporation (now known as IKON Office Solutions, Inc.)	Trademark	1303517	July 11, 1983
Alco Standard Corporation (now known as IKON Office Solutions, Inc.)	Trademark	1294966	July 11, 1983
Alco Standard Corporation (now known as IKON Office Solutions, Inc.)	Trademark	1325783	July 2, 1984

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

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LIB: CHARLOTTE