

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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):

Prime Office Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Letter Amendment to Security Agrmnt
- Merger
- Change of Name

Execution Date: November 4, 2004

2. Name and address of receiving party(ies)

Name: PNC Bank, N.A., as Agent

Internal Address: _____

Street Address: 201 S. Tryon Street, Suite 900

City: Charlotte State: NC Zip: 28202

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

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

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

A. Trademark Application No.(s) Please see Exhibit A-1 attached

B. Trademark Registration No.(s) Please see Exhibit A-1 attached

Additional number(s) attached Yes No

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

Name: Marcus A. Young, Paralegal
Internal Address: Parker, Hudson, Rainer & Dobbs

Street Address: 285 Peachtree Center Avenue, N.E., 1500 Marquis Two Tower

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

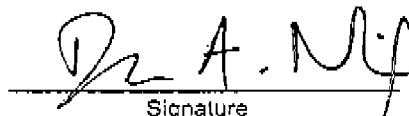
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DO NOT USE THIS SPACE

9. Signature.

Doug A. Nail

Name of Person Signing


Signature

November 10, 2004

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$165.00 502831 76364492

EXHIBIT A-1

United States Trademarks

<u>Trademark/Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filed</u>
Miscellaneous Design	2469348	07/17/2001	75927950	02/26/2000
Officesupplies.com (in typed form)	2478700	08/14/2001	75778706	08/16/1999
Officesupplies.com (Design)	2483948	08/28/2001	75778707	08/19/1999
The Future of Office Supplies	2508755	11/20/2001	75861478	12/01/1999

United States Trademark Applications

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Filed</u>
OPIVOTAL Drawing Type: Words, Letters, or Number in Typed Form	76364492	1/30/2002
OPIVOTAL The Future of Office Supplies Drawing Type: Words, Letter, or Numbers and Design	76371391	2/19/2002

www.primeop.com

November 4, 2004

PNC Bank, National Association, as Agent
201 South Tryon Street, Suite 900
Charlotte, North Carolina 28202

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Prime Office Products, Inc., a Delaware corporation ("Company"), and Agent (as defined below) dated May 19, 2003, as recorded in the United States Patent and Trademark Office ("USPTO") on May 23, 2003, at Reel/Frame number 002738/0801 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Revolving Credit, Term Loan and Security Agreement dated May 19, 2003, among PNC Bank, National Association, a national banking association, as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and the various financial institutions (collectively, "Lenders") party thereto from time to time, Lenders and Company, and the other borrowers named therein

Pursuant to Section 7 of the Trademark Security Agreement, Company is obligated to give notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-1. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lenders of all of the Obligations and all of Company's indebtedness, obligations and liabilities under the Loan Agreement, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

- (a) all trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, including, without limitation, each trademark, service mark and trademark or service mark application listed on Exhibit A-1 attached hereto and made a part hereof, 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

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TRADEMARK
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infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Company hereby covenants and warrants to Agent and Lenders:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that, to Company's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Company has not entered into any contract or made any commitment that will or may impair Agent's or any Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent.

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

PNC Bank, National Association

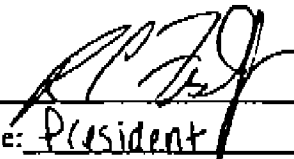
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If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.


Very truly yours,

PRIME OFFICE PRODUCTS, INC.

By: 
Title: President

Accepted and agreed to this
9 day of November, 2004:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Title: Vice President

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Robert Fisher with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be President of Prime Office Products, Inc., a Delaware corporation, the within named bargainor, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal at office in Tennessee, this 31 day of October, 2004.

Jennifer Anderson
Notary Public

My Commission expires 1/27/07

JENNIFER ANDERSON
Notary Public State at Large
Davidson County, State of Tennessee
My Commission Expires Jan. 27, 2007

STATE OF North Carolina)
COUNTY OF Micklerburg)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Dan Shaw with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be Vice President of PNC Bank, National Association, a national banking association and that he/she as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by himself/herself as Vice President.

Witness my hand and seal at office in North Carolina this 9th day of November, 2004.

Stephanie O'Madigan
Notary Public

My Commission expires Aug. 22, 2005

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