

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mid-Continent Office Distributors, Inc.		10/22/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	2 North Lake Avenue
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	INC. ASSOCIATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1357317	OFFICE SOURCE

CORRESPONDENCE DATA	
Fax Number:	(303)893-1379
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	pantea.garroussi@dgsllaw.com
Correspondent Name:	Pantea Garroussi
Address Line 1:	1550 17th St. Suite 500
Address Line 4:	Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	140585-0002
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NAME OF SUBMITTER:	Pantea Garroussi
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is executed by and between Mid-Continent Office Distributors, Inc. ("Debtor"), whose address is 2900 Fairfax Trafficway, Kansas City, Kansas 66115, and PNC Bank, National Association ("Agent"), whose address is 2 North Lake Avenue, Pasadena, CA 91101, as agent for itself and the other lenders (collectively "Lenders") described in the Revolving Credit, Term Loan and Security Agreement among Debtor, Office Source, Inc., and CED Acquisition Sub, Inc., Agent and Lenders dated as of October ~~22~~, 2004 and any amendments, extensions, modifications, replacements and substitutions thereto (collectively "Loan Agreement") for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of October ~~22~~, 2004.

RECITALS

A. Debtor and/or various affiliated entities (collectively "Affiliates") including, but not limited to, Office Source, Inc., and CED Acquisition Sub, Inc. wish to obtain loans, letters of credit, and/or other financial accommodations from Lenders.

B. Debtor will receive a direct benefit from such loans, letters of credit, and/or other financial accommodations and deems its best interests to be served by entering into, guarantying, securing, or otherwise becoming liable for such loans, letters of credit, and/or other financial accommodations with Lenders.

C. Lenders are unwilling to provide Debtor and its Affiliates with the foregoing loans, letters of credit and/or other financial accommodations unless Debtor agrees to abide by the terms and conditions set forth in this Agreement.

AGREEMENTS

1. **Grant of Security Interest.** Debtor hereby assigns for security purposes and grants to Lenders a security interest in all of the following property (collectively "Collateral") whether now or hereafter owned by Debtor and wheresoever located:

(a) All trademarks, tradenames and service marks and trademark, tradename and service mark applications and registrations belonging to Debtor including, but not limited to, the trademarks, tradenames, service marks, and trademark, tradename and service mark applications and registrations described in **Exhibit A** attached hereto and incorporated herein by this reference;

(b) All continuations, divisions, extensions, reissues, and renewals of any of the foregoing;

(c) All present and future elements of package or trade dress goods belonging to Debtor;

(d) All present and future goodwill belonging to Debtor and connected with or symbolized by any of the foregoing;

(e) All present and future licenses belonging to Debtor and pertaining to any of the foregoing;

(f) All amendments, modifications, replacements and substitutions to any of the foregoing;

(g) All royalties, infringement damages, and other monies or things of value owing to Debtor with respect to any of the foregoing; and

(h) All proceeds and products of and books and records pertaining to the foregoing personal property.

2. **Obligations Secured by Collateral.** The Collateral shall secure the payment and performance of the following indebtedness, liabilities and other obligations (collectively "Obligations"):

(a) All of Debtor's and/or any of its Affiliates' present and future, joint and/or several indebtedness, liabilities and obligations to Lenders under the following loan documents (collectively "Loan Documents"):

(i) the Loan Agreement;

(ii) this Agreement;

(iii) All other present and future agreements between Debtor and/or any of its Affiliates and Lenders of any kind; and

(iv) All amendments, modifications, replacements, and substitutions to any of the foregoing; and

(b) the payment and performance of all other present and future indebtedness, liabilities and obligations (primary and secondary, direct and contingent, joint and/or several) of Debtor and/or any of its Affiliates to Lenders of any kind.

3. **Representations and Warranties.** Debtor hereby represents and warrants to and covenants with Lenders that:

(a) Debtor is and shall be the sole and exclusive owner of the Collateral free and clear of all liens, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind or nature (except for the security interests granted to Lenders or constituting Permitted Encumbrances under the Loan Agreement and the licenses, if any, permitted by this Agreement);

(b) Except for the foregoing security interests and licenses described in subsection (a) above, Debtor has not made and shall not make any assignment, license, pledge, mortgage, hypothecation or transfer of the Collateral or the proceeds thereof without the prior written consent of Lenders;

(c) this Agreement does not and shall not contravene any statute, ordinance, administrative rule, contract, or other agreement binding on Debtor including, but not limited to, any license agreement pertaining to the Collateral which would have a Material Adverse Effect (as defined in the Loan Agreement) on the Collateral;

(d) Except as disclosed in the Loan Agreement, there are not and shall not be any legal actions or administrative proceedings pending or, to the best of Debtor's knowledge, threatened before any court or administrative agency involving the Collateral that, if determined adversely to Debtor, would have a Material Adverse Effect (as defined in the Loan Agreement) on the Collateral; and

(e) no Collateral (that is the subject of any registration filed with the United States Patent and Trademark Office) has been adjudged invalid or unenforceable by a court of competent jurisdiction and no Collateral that is material to the conduct of Debtor's business operations shall be adjudged invalid or unenforceable by a court of competent jurisdiction; and

(f) no Collateral (that is the subject of any registration filed with the United States Patent and Trademark Office) has been de-registered or abandoned and no Collateral (that is the subject of any registration filed with the United States Patent and Trademark Office and its material to the operation of Debtor's business operations) shall be de-registered or abandoned, in whole or in part, without the prior written consent of Lenders.

4. **Additional Collateral.** Debtor represents and warrants that, based on a diligent investigation by Debtor, the trademarks, trademarks pending, and trademark applications described in **Exhibit A** constitute all of the trademarks, trademarks pending and trademark applications owned by Debtor and registered with the United States Patent and Trademark Office as of the date of this Agreement. If Debtor becomes the owner of any additional trademarks and service marks, trademarks and service marks pending or trademark and service mark applications prior to the complete and indefeasible payment and performance of the Obligations and the termination of the Loan Agreement and other Loan Documents, Debtor shall: (i) provide Lenders with written notice of such additional Collateral; and (ii) execute and deliver to Lenders all additional documents and take all additional actions necessary to provide Lenders with a valid, enforceable and first priority security interest in such additional Collateral (including, but not limited to, any amendments, modifications, replacements or substitutions to this Agreement). Debtor hereby authorizes and appoints Agent as its attorney in fact to execute any documents and take any actions required to be taken by Debtor under this Section. Such power of attorney is coupled with an interest and shall be irrevocable.

5. **Use and Ownership Prior to Default.** Debtor shall use the Collateral only in the ordinary course of its business. Debtor shall keep the Collateral free and clear of all liens, security interests, and other encumbrances of every kind or nature (except for the security interests granted to Lenders or constituting Permitted Encumbrances under the Loan Agreement and the licenses, if any, permitted by this Agreement). Debtor shall not assign, sell, transfer or otherwise encumber the Collateral without the prior written consent of Lenders. Debtor shall not license the Collateral except in good faith and in the ordinary course of business and so long as such license is capable of being assigned to Lenders without any adverse effect on the terms and conditions set forth in the license or Lenders' enjoyment of Debtor's rights thereunder. (The term "adverse effect" shall not include Lenders' assumption of Debtor's prospective obligations along with Debtor's rights and remedies under the license prior to the occurrence of an event of default thereunder.) Debtor shall take any action needed to maintain the full value of the Collateral in a timely manner unless Debtor obtains the written consent of Lender not to take such action which shall be granted or withheld by Lender acting in good faith. Agent is hereby appointed as Debtor's agent to take any action necessary to maintain the full value of the Collateral upon the occurrence and during the continuance of an event of default described in this Agreement, including, but not limited to, filing affidavits of continued use and renewing the trademarks and service marks, trademarks and service marks pending and trademark and service mark applications contained in the Collateral. Debtor shall reimburse Agent and Lenders for all sums expended to maintain the Collateral together with interest thereon at the lesser of (a) the highest rate described in the Loan Documents or (b) the highest rate permitted by law. Notwithstanding the foregoing, Agent and Lenders shall not be required to maintain the Collateral and do not assume any other obligation or liability pertaining to the Collateral.

6. **Events of Default.** Debtor shall be in default of the obligations described in this Agreement in the event that: (a) Debtor or any Affiliate defaults on the payment or performance of one or more Obligations to Lenders under this Agreement and fails to cure such default within any cure period specifically described herein; or (b) an event of default occurs under the Loan Agreement, any other Loan Document, or any other present or future document, instrument or agreement between Debtor and/or any Affiliate and Lenders and is not cured within any cure period specifically set forth therein.

7. **Remedies on Default.** If there is a default under this Agreement, Lenders shall be entitled to exercise one or more of the following remedies without presentment, dishonor, notice or demand of any kind (all of which are hereby waived by Debtor):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to sell, license or otherwise dispose of any Collateral and collect any deficiency balance with or without resorting to legal process;

(d) to set-off the Obligations against any amounts owing by Lenders to Debtor and/or any Affiliate including, but not limited to, monies and instruments maintained with Lenders; and

(e) to exercise all other rights available to Lenders under any other present or future document, instrument or agreement between Debtor and Lenders or applicable law.

Lenders' rights are cumulative and may be exercised together, separately, and in any order.

Without limiting any of Debtor's obligations or Lenders' rights under this Agreement or any of the other Loan Documents, Debtor shall provide Lenders upon Lenders' request from time to time with updated versions of this Agreement which describe all of the Collateral applied for and registered with the U.S. Patent and Trademark Office. In addition, Debtor shall provide Lenders upon Lenders' request from time to time with absolute assignments of the Collateral to be held by Lenders until the occurrence of an event of default under this Agreement and the foreclosure of Lenders' security interest in the Collateral under applicable law. Such assignments shall be in form and substance reasonably acceptable to Lenders in their discretion acting in good faith. Debtor hereby appoints Agent as its attorney-in-fact to insert the name and address of the assignee and any other information required by the U.S. Patent and Trademark Office and file the assignments with that governmental authority but only upon the occurrence of an event of default under this Agreement and the foreclosure of Lenders' security interest in the Collateral under applicable law. This power of attorney is coupled with an interest and is irrevocable in nature.

8. **Indemnity.** Lenders shall not assume or be responsible for the performance of any of Debtor's obligations with respect to the Collateral under any circumstances. Debtor shall immediately provide Lenders with written notice of and indemnify and hold Lenders harmless from all claims, damages, liabilities (including reasonable attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively "Claims") pertaining to its business operations or the Collateral.

9. **Further Assurances.** Debtor shall take all actions and execute and file all documents necessary or reasonably requested by Lenders to carry out the intent and purposes of this Agreement. Without limiting the foregoing, Debtor shall execute and file such financing statements and other documents in any location that Lenders, acting in good faith, may deem necessary or appropriate to perfect and preserve Lenders' security interest in the Collateral and appoints Agent as Debtor's attorney-in-fact to execute and file the aforementioned documents. This power of attorney is coupled with an interest and is irrevocable in nature.

10. **Termination.** This Agreement, Debtor's duties and Agent's and Lenders' rights hereunder (except for the indemnity provisions contained herein), and Lenders' security interest in the Collateral shall terminate upon the elimination of Lenders' obligations to lend any additional monies to Debtor and/or any Affiliate and the irrevocable payment and performance in full of the Obligations secured by this Agreement.

11. **Modification and Waiver.** No provision of this Agreement may be waived or modified except in a writing signed by Debtor and Agent. Lenders may perform any of Debtor's obligations or delay or fail to exercise any of its rights under this Agreement without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Debtor's obligations under this Agreement shall not be affected if any Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any person or entity besides Debtor or any of its rights against any person or entity besides Debtor, any Collateral, or any other property of any kind.

12. **Successors and Assigns.** Debtor shall not be entitled to assign, convey, sell or transfer to any person or entity any of its rights or obligations described in this Agreement without obtaining Lenders' prior written consent. This Agreement shall be binding upon and inure to the benefit of Debtor, Agent and Lenders and their respective permitted successors, assigns, trustees and receivers.

13. **Attorney's Fees.** Lenders shall be entitled to recover and shall be awarded its attorneys' fees, expenses and costs (incurred before trial, at trial and on appeal) in connection with the enforcement of Lenders' rights and remedies under this Agreement.

14. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflict of laws.

15. **Headings.** The several captions to different sections of this Agreement are inserted for convenience only and shall be ignored in interpreting the provisions hereof.

16. **Singular, Plural and Gender References; Grammatical Corrections.** Singular references shall include plural references, plural references shall include singular references, references to one gender shall include references to other genders, and all other necessary grammatical modifications shall be deemed to have been made to the extent necessary to conform this Agreement to the intent of the parties.

17. **Confirmation of Accuracy.** Debtor declares under the penalties of perjury that it has examined the statements contained in this Agreement and, to the best of Debtor's knowledge and belief, such statements are true, correct and complete in all material respects.

18. **Jurisdiction and Venue.** Debtor consents to the jurisdiction and venue of any federal or state court located in the City and County of Denver, State of Colorado, with respect to any litigation pertaining to the negotiation, execution, interpretation, or enforcement of any right or obligation under this Agreement.

19. WAIVER OF JURY TRIAL. IT IS MUTUALLY AGREED BY AND BETWEEN DEBTOR AND LENDERS THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE LOAN AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS RELATED THERETO.

DEBTOR:

MID-CONTINENT OFFICE DISTRIBUTORS, INC.

By:  _____

Name: R. Todd Elmers

Title: Chairman of the Board, Chief Executive
Officer and President

Address: 2900 Fairfax Trafficway
Kansas City, Kansas 66115

EXHIBIT A

MARK	Serial Number	Filing Date	Registration Number	Owner
Office Source & Design	73496360	8/24/84	1357317	Mid-Continent Office Distributors, Inc.