

**DEED OF ASSIGNMENT WITH GOOD WILL
OF ASSIGNED MARKS**

THIS ASSIGNMENT is made the *27th* day of *April*, 2004,
between Staples, Inc., a corporation organized under the laws of Delaware, with a
principal place of business at 500 Staples Drive, Framingham, MA 01702 (the
“Assignor”), and Staples Foundation for Learning, Inc. a charitable corporation organized
under the laws of The Commonwealth of Massachusetts, with its principal place of
business at 500 Staples Drive, Framingham, MA 01702 (the “Assignee”).

WHEREAS, the Assignor has adopted and is using the trademark/service mark listed
below, in the United States of America, and is the owner of the applications thereof;

<u>Mark</u>	<u>Application No.</u>	<u>Date Filed</u>
MISCELLANEOUS DESIGN	76/409874	May 20, 2002

WHEREAS, the Assignee wishes to acquire all of the Assignor’s rights in and to
the trademark/service mark and the good will associated therewith; and

WHEREAS, the Assignee requests that the Certificate of Registration, when
issued, reflect Assignee, Staples Foundation For Learning, Inc., as the Registrant.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good
and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
the Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and
interests in and to the trademark/service mark, including common law rights and the

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registrations thereof together with the good will of the business which is symbolized by the trademark/service mark and with the right to recover for damages and profits and all other remedies for past infringements thereof.

Assignor

Staples, Inc.

By: 

Name:

Title:

**Mark A. Weiss
Vice President, Assistant
General Counsel**

Assignee

Staples Foundation for Learning, Inc.

By: Sally P. Everett
Name: Sally P. Everett
Title: Assistant Clerk