

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	11/09/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BETTER OFFICE PRODUCTS INC.		11/09/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 East Trimble Road, M/C 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2694779	BOP TEXTURES
Registration Number:	2694690	COOL FOR SCHOOL
Registration Number:	2694689	B.O.P. ACCENT
Registration Number:	2694660	BOP CANVAS
Registration Number:	2735874	BOP DIMENSIONS
Registration Number:	2757940	BOP METALLIX
Registration Number:	2473040	DUOTONE
Registration Number:	2440323	GIFT WRAP AMERICA
Registration Number:	2007150	BETTERLINE
Registration Number:	1859317	DAY KEEPER
Serial Number:	78559490	TOTAL IMPACT
Serial Number:	78559489	TOTAL IMPACT

CH \$315.00 2694779

CORRESPONDENCE DATA

Fax Number: (650)833-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-833-2247
Email: charlotte.fu@dlapiper.com
Correspondent Name: Charlotte X. Fu
Address Line 1: 2000 University Ave.
Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	355281-28
NAME OF SUBMITTER:	Charlotte Fu
Signature:	/Charlotte Fu/
Date:	11/15/2006

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 9, 2006 by and between COMERICA BANK ("Bank") and BETTER OFFICE PRODUCTS INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8102 Deering Ave.
Canoga Park, California 91304

Attn: Chief Executive Officer

BETTER OFFICE PRODUCTS INC.

By: 

Title: CFO

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By: 

Title: VICEPRESIDENT

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-2-

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

NONE.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Document case With Expanding and Fixed Sections	6880747	4/19/2005
Combined binder and file system	10361367	2/10/2003
Document Charring Case	D485065	1/13/2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BOP Textures	2,694,779	3/11/2003
Cool For School	2,694,690	3/11/2003
B.O.P. Accent	2,694,689	3/11/2003
BOP Canvas	2,694,660	3/11/2003
BOP Dimensions	2,735,874	7/15/2003
BOP Metallix	2,757,940	9/2/2003
Duotone	2,473,040	7/31/2001
Gift Wrap America	2,440,323	4/3/2001
Betterline	2,007,150	10/8/1996
Day Keeper	1,859,317	10/18/1994
Total Impact (block letters)	78-559,490	2/3/2005
Total Impact (block letters)	78-559,489	2/3/2005