

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Office Source, Inc.		04/27/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, NA		
Street Address:	2 North Lake Ave.		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	73496360	OFFICE SOURCE	
Serial Number:	77094029	OFFICESOURCE OFFICE FURNITURE WHOLESALE DISTRIBUTOR	
Serial Number:	78274557	VALUBILT	
Serial Number:	78858877	DECATUR HOUSE	
Serial Number:	78859039	IR ISAAC ROGERS	
Serial Number:	78859189	X-SEL	
CORRESPONDENCE DATA			
Fax Number:	(303)893-1379		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-892-7353		
Email:	pantea.garroussi@dgsllaw.com		
Correspondent Name:	Pantea Garroussi, Davis Graham & Stubbs		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		

CH \$165.00 73496360

ATTORNEY DOCKET NUMBER:	150368-0007
NAME OF SUBMITTER:	Pantea Garroussi
Signature:	/Pantea Garroussi/
Date:	05/17/2007
Total Attachments: 5 source=osPNC#page1.tif source=osPNC#page2.tif source=osPNC#page3.tif source=osPNC#page4.tif source=osPNC#page5.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement ("First Amendment") is executed by and between Office Source, Inc., as successor by merger with Mid-Continent Office Distributors, Inc. ("Debtor"), with an address at 8753 Yates Drive, Suite 200, Westminster, Colorado 80031, and PNC Bank, National Association ("Agent"), with an address at 2 North Lake Avenue, Pasadena, CA 91101, as agent for itself and the other lenders (collectively "Lenders") described in the First Amended and Restated Revolving Credit, Term Loan and Security Agreement among Debtor and Agent dated as of September 30, 2006 (which amended that certain 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 as it had been amended prior to and as of September 30, 2006), and any amendments, extensions, modifications, replacements and substitutions thereto, including without limitation the First Amendment to First Amended and Restated Revolving Credit, Term Loan and Security Agreement and Related Documents between Debtor and Agent dated as of the date hereof (collectively "Loan Agreement") for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of April 27, 2007.

RECITALS

A. Mid-Continent Office Distributors, Inc. executed and delivered to Agent a Trademark Security Agreement dated as of October 22, 2004 (the "Agreement"). Mid-Continent Office Distributors, Inc. and various affiliated entities (collectively "Affiliates") merged with and into Office Source, Inc. as of September 30, 2006.

B. Debtor contemplates the acquisition of the assets of Nashville Desk, Inc., a Tennessee corporation, and the acquisition of the equity interests and subsequent mergers of Nashville Desk, Inc. of Birmingham, an Alabama corporation, Nashville Desk, Inc., of Florida, a Florida corporation, and Nashville Desk Corporation Services, LLC, a Tennessee limited liability company, with and into Office Source (collectively, the "NDI Acquisition") as contemplated in that certain Purchase Agreement among Office Source, Nashville Desk, Inc., Nashville Desk, Inc. of Birmingham, Nashville Desk, Inc., of Florida, Nashville Desk Corporation Services, LLC and the shareholders party thereto dated April 27, 2007, and in connection therewith Debtor will acquire one or more additional trademarks.

C. Debtor has requested that Agent enter into that certain First Amendment to First Amended and Restated Revolving Credit, Term Loan and Security Agreement and Related Documents between Debtor and Agent dated as of the date hereof in connection with the NDI Acquisition; and Agent is unwilling to do so unless Debtor agrees to abide by the terms and conditions set forth in this First Amendment.

D. All of the capitalized terms and phrases contained in this First Amendment shall have the same meanings as set forth in the Agreement unless defined otherwise herein.

AGREEMENTS

1. Debtor hereby acknowledges the validity and enforceability of the Agreement and the Loan Documents and reaffirms the truth and accuracy of the foregoing Recitals and all of the representations, warranties and other statements contained in the Agreement and the Loan Documents as of the date of this First Amendment.

2. Exhibit A attached to the Agreement is hereby deleted and replaced with the **Exhibit A** attached hereto and incorporated herein by this reference. For the avoidance of doubt, Debtor hereby assigns for security purposes and grants to Lenders a security interest in all of the following property: 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, and all of the Collateral described in the Agreement, whether now or hereafter owned by Debtor and wheresoever located.

3. This Amendment may be presented for filing or recordation as constructive notice that Debtor, as the owner of the intellectual property identified in **Exhibit A** attached hereto, has granted to Agent a security interest in such intellectual property and the exclusive rights comprised in the intellectual property, to secure payment of the Obligations.

4. Debtor hereby represents and warrants to and covenants with Agent that Agent's liens, security interests, encumbrances and claims against the Collateral are and shall continue to be prior and superior to any other liens, security interests, encumbrances or claims of any kind except as specifically provided otherwise in the Loan Documents.

5. Debtor hereby represents and warrants to Agent that no Event of Default has occurred and is continuing under the Loan Documents as of the date of this First Amendment and no material adverse changes have occurred in any Debtor's financial condition since the date of the last financial statements provided to Agent.

6. The Loan Documents shall remain in full force and effect except as amended by this First Amendment and any additional Loan Documents.

7. Debtor shall pay all of Agent's reasonable attorneys' fees and other expenses incurred in connection with the negotiation, drafting, execution, filing and recording of this First Amendment and any related Loan Documents. The amounts described in this paragraph shall be in addition to, and not in lieu of, the interest, fees and other charges owing under the Loan Documents.

8. Debtor shall take any additional actions and execute any additional documents reasonably requested by Agent to carry out the intent and purposes of this First Amendment and any related Loan Documents.

9. This First Amendment and any related documents shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

10. This First Amendment and any related Loan Documents shall be governed by the laws of the State of Colorado.

11. The parties hereto consent to the jurisdiction and venue of any Court located in the City and County of Denver, State of Colorado, in the event of any litigation pertaining to this First Amendment or any related Loan Document or the enforcement of any liability, obligation, right or remedy described therein. Agent shall be entitled to collect its attorneys' fees and other expenses from any losing party in the event of any litigation pertaining to this First Amendment and any related Loan Documents or the enforcement of any liability, obligation, right or remedy described therein.

12. This First Amendment may be executed in counterparts and shall be effective when at least one (1) counterpart hereof has been executed by each party hereto.

13. This First Amendment and the various documents described herein represent the complete and integrated understanding between the parties pertaining to the subject matter hereof. All prior and contemporaneous understandings and agreements, written or oral, express or implied, shall be of no further force and effect to the extent inconsistent herewith.

14. THE PARTIES HERETO WAIVE THEIR RESPECTIVE RIGHTS TO DEMAND A JURY TRIAL IN THE EVENT OF ANY LITIGATION PERTAINING TO THIS FIRST AMENDMENT, ANY RELATED LOAN DOCUMENTS, OR THE ENFORCEMENT OF ANY LIABILITY, OBLIGATION, RIGHT OR REMEDY DESCRIBED THEREIN.

OFFICE SOURCE, INC.

By: 

Name: Richard L. Millett, Jr.

Title: Executive Vice President

PNC BANK, NATIONAL ASSOCIATION,
as Lender and as Agent

By: 

Name: GREGORY J. HALL

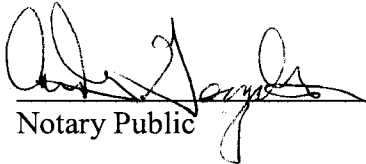
Title: Vice President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 26th day of April, 2007, by Richard L. Millett, Jr. as the Executive Vice President of Office Source, Inc., a Delaware corporation, on behalf of such corporation.

Witness my hand and official seal.

My commission expires: 8/23/07


Notary Public

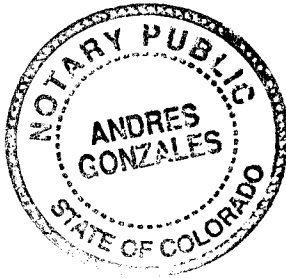


EXHIBIT A

MARK	Serial Number	Filing Date	Registration Number	Owner/Applicant
Office Source	73496360	1/29/07 (original filing date 8/24/84)	N/A (Prior Reg. no. 1357317)	Office Source, Inc. (assignee of Mid-Continent Office Distributors, Inc.)
Office Source Office Furniture Wholesale Distributor	77094029	1/29/07	N/A	Office Source, Inc.
VALUBilt & Design	78274557	7/15/03	2858095	Nashville Desk, Inc. (will be assigned to Office Source, Inc.)
Isaac Rogers & Design	78859039	4/11/06	3222284	Nashville Desk, Inc. (will be assigned to Office Source, Inc.)
X-SEL & Design	78859189	4/11/06	N/A	Nashville Desk, Inc. (will be assigned to Office Source, Inc.)
Decatur House	78858877	4/11/06	N/A	Nashville Desk, Inc. (will be assigned to Office Source, Inc.)