

**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
INDEPENDENT STATIONERS, INC.		04/18/2007	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

Name:	NATIONAL CITY BUSINESS CREDIT , INC.
Street Address:	1965 East Sixth Street
Internal Address:	Suite 400
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	1992996	OP OFFICE PLUS YOUR BEST VALUE...EVERYDAY!
Registration Number:	2599264	D-FORCE
Registration Number:	2040933	E.P.I.C.
Registration Number:	1799791	INDEPENDENT STATIONERS
Registration Number:	2833181	IS.
Registration Number:	2760340	IS.DIRECT
Registration Number:	2434022	IS.GROUP
Registration Number:	2606612	IS.GROUP
Registration Number:	2187234	OFFICE NETWORK
Registration Number:	1792002	OFFICE PLUS
Registration Number:	1931633	OFFICE PLUS
Registration Number:	2088135	ONE SOURCE PROCUREMENT
Registration Number:	1847098	OP OFFICE PLUS

CH \$540.00 1992996

Registration Number:	1898874	OP OFFICE PLUS
Registration Number:	1967962	OP OFFICE PLUS
Registration Number:	1834991	VALUE PLUS
Registration Number:	1841526	VALUE PLUS OFFICE PRODUCTS
Registration Number:	2615789	VALUE PLUS OFFICE PRODUCTS
Registration Number:	2808922	VALUE PLUS OFFICE PRODUCTS
Registration Number:	2124366	WORKS FOR YOU!
Registration Number:	1996296	YOUR BEST VALUE...EVERYDAY!

**CORRESPONDENCE DATA**

Fax Number: (415)393-9887  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415.954.0200  
Email: trademark@ssd.com  
Correspondent Name: Francesca Crisera, Esq.  
Address Line 1: One Maritime Plaza, Suite 300  
Address Line 2: Squire, Sanders & Dempsey L.L.P.  
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ATTORNEY DOCKET NUMBER:	023961.9
NAME OF SUBMITTER:	Francesca Crisera
Signature:	/francesca crisera/
Date:	05/25/2007

**Total Attachments: 10**  
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of April 18, 2007, by **INDEPENDENT STATIONERS, INC.**, an Indiana corporation, having an office at 9100 North Purdue Road, Suite 400, Indianapolis, Indiana 46268 (the "Grantor") in favor of **NATIONAL CITY BUSINESS CREDIT, INC.** an Ohio corporation, having an office at 1965 East Sixth Street, Suite 400, Cleveland, Ohio 44114 ("NCBC"), as Agent.

### RECITALS

A. The Grantor is the owner of certain Trademark Collateral (as defined below).

B. The Grantor, along with certain other borrowers (collectively, the "Borrowers"), have entered into that certain Credit and Security Agreement, dated as of April 18, 2007 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Borrowers, various financial institutions (the "Lenders") and NCBC, as administrative agent and collateral agent (NCBC, in such capacity, the "Agent") and National City Bank, as Issuer. Pursuant to the Credit Agreement, upon the satisfaction of certain terms and conditions contained therein, the Lenders will make certain advances and other financial accommodations available to the Borrowers.

C. The Grantor has agreed to grant to the Agent, for the benefit of the Lenders, a security interest in all of its right, title and interest in and to the Trademark Collateral as collateral security for the Obligations (as defined in the Credit Agreement).

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby:

1. Grants to the Agent for the benefit of the Lenders, as security for the Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all United States and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, United States and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Exhibit A; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor, (iv) the rights of the Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any

of the foregoing, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of the Grantor's trademark registrations and applications in existence as of the date hereof.

(b) The Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks, including Trademarks owned by any third party.

(c) All Trademarks are free from any Lien not permitted under Section 7.2 of the Credit Agreement and free of any restrictions which could reasonably be expected to have a Material Adverse Effect on the operation of the business of the Grantor as presently conducted.

(d) The Grantor, as of the date hereof, has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademarks, except for those certain licenses granted to members of the Grantor as disclosed in Exhibit B hereto.

(e) All of the registered trademarks among the Trademark are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks is infringed or has been challenged or threatened in any way.

(g) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral and has taken all necessary steps to ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such

pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States trademark registration and application among the Trademarks, or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States trademark registration and application.

4. Covenants as follows:

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) The Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such trademark registration or application, will automatically become part of the Trademark Collateral. The Grantor further agrees that it shall deliver to the Agent a written report, in reasonable detail, upon the Agent's request but not more than annually, setting forth each new trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the previous report. The Grantor authorizes the Agent to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Agent in effecting any such amendment) to include any trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each material trademark application or registration set forth in Exhibit A hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark registration, and (ii) pursue each such trademark application, now or hereafter included in the Trademark Collateral to the extent it has material value or is material to the conduct of the Grantor's business as then conducted, including, if appropriate in the Grantor's judgment, the

filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each material new or acquired Trademark to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of the Grantor's reasonable business judgment.

(f) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) The Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any material Trademark Collateral has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any material Trademark.

(h) In the event that the Grantor makes a determination in its reasonable business judgment that any material Trademark has been infringed or misappropriated by a third party, the Grantor shall promptly notify the Agent and will take such actions as the Grantor deems appropriate under the circumstances to protect such Trademark, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(i) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral.

(j) The Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Agent or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

**INDEPENDENT STATIONERS, INC.**  
(“GRANTOR”)

Ben A Campbell  
By: BAUER A CAMPBELL  
Its: CHIEF FINANCIAL OFFICER  
AND ASST. TREASURER

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) ss:  
COUNTY OF MARION )

On this 16<sup>th</sup> day of April, 2007, before me personally came BRUCE A. CAMPBELL to me known, who, being duly sworn, did depose and state that [s]he is the CEO/ ASST. TREASURER of Independent Stationers, Inc., the company described in and which executed the above instrument; and that [s]he signed [her] his name thereto by order of the Board of Directors of said company.

Marilyn L. Stange  
Notary Public

[SEAL]

My commission expires: 6/7/07

Exhibit A  
to  
Trademark Security Agreement

Dated as of April 18, 2007

**Registered Trademarks and Service Marks**

See list of Trademarks and Trademark Registrations attached hereto.

**Trademark and Service Mark Applications**

None.

TrademarkName	AppNumber	RegNumber	TrademarkStatus	CountryName	IntDate	PubDate	RegDate	NextRenewalDate
<b>TRADEMARKS REGISTERED IN THE NAME OF INDEPENDENT STATIONERS, INC.</b>								
OP OFFICE PLUS YOUR BEST VALUE EVERYDAY! (and Design)	74/689265	1992996	Registered; not to be maintained	United States of America	34866	35206	13--Aug-1996	
D-FORCE	76/214157	2599264	Registered	United States of America	36944	37236	37460	23-Jul-2012
E.P.I.C.	74/522919	2040933	Registered; not to be maintained	United States of America	34456	34835	35486	
INDEPENDENT STATIONERS	74/315911	1799791	Registered	United States of America	33868	34177	34261	19-Oct-2013
IS	78/152404	2833181	Registered	United States of America	37476	37698	38090	13-Apr-2014
IS DIRECT	78/112436	2760340	Registered	United States of America	37319	37530	37866	02-Sep-2013
IS.GROUP	75/606559	2434022	Registered	United States of America	36145	36473	36956	06-Mar-2011
IS.GROUP	76/072631	2606612	Registered	United States of America	36696	37397	37481	13-Aug-2012
OFFICE NETWORK and Design	75/235550	2187234	Registered	United States of America	35464		36046	08-Sep-2008
OFFICE PLUS			Registered	Louisiana			34211	30-Apr-2013
OFFICE PLUS		518455	Registered	New York	34221		34222	10-Sep-2013
OFFICE PLUS	74/251274	1792002	Registered	United States of America	32665		34219	07-Sep-2013
OFFICE PLUS	74/603012	1931633	Registered	United States of America	34663		35003	31-Oct-2015
ONE SOURCE PROCUREMENT	74/710611	2088135	Registered	United States of America	34914		35654	12-Aug-2016
OP OFFICE PLUS		42656	Registered	California			34269	27-Oct-2013
OP OFFICE PLUS		73091	Registered	Illinois			34211	30-Aug-2008
OP OFFICE PLUS		50102006	Registered	Indiana			34197	15-Aug-2013
OP OFFICE PLUS		M58082	Registered	Michigan			34380	15-Feb-2014
OP OFFICE PLUS		S18460	Registered	New York	34211		34214	02-Sep-2013
OP OFFICE PLUS		SM68320	Registered	Ohio			34239	27-Sep-2013
OP OFFICE PLUS (and Design)	74/392640	1847098	Registered	United States of America	34109	34303	34541	26-Jul-2014
OP OFFICE PLUS (and Design)	74/433880	1898874	Registered	United States of America	34221	34779	34863	13-Jun-2015
OP OFFICE PLUS (and Design)	74/596006	1967962	Registered	United States of America	34645	35087	35171	16-Apr-2016
VALUE PLUS	74/342977	1834991	Registered	United States of America	33962	34114	34457	03-May-2014
VALUE PLUS OFFICE PRODUCTS	551631	776991	Registered	Mexico	37420		37652	13-Jun-2012
VALUE PLUS OFFICE PRODUCTS	551632	776992	Registered	Mexico	37420		37652	13-Jun-2012
VALUE PLUS OFFICE PRODUCTS	551630	779509	Registered	Mexico	37420		37676	13-Jun-2012
VALUE PLUS OFFICE PRODUCTS	551633	785975	Registered	Mexico	37420		37711	13-Jun-2012
VALUE PLUS OFFICE PRODUCTS	74/345265	1841526	Registered	United States of America	33973	34135	34506	21-Jun-2014
VALUE PLUS OFFICE PRODUCTS	75/982428	2615789	Registered	United States of America	36417		37502	03-Sep-2012
VALUE PLUS OFFICE PRODUCTS	75/798213	2808922	Registered	United States of America	36417		38013	27-Jan-2014
WORKS FOR YOU! (and Design)	75/112987	2124366	Registered; not to be maintained	United States of America	35219	35465	35787	
YOUR BEST VALUE...EVERYDAY	74/687189	1996296	Registered	United States of America	34802		35297	20-Aug-2016
<b>TRADEMARKS REGISTERED IN THE NAME OF EXPRESS COMPUTER SUPPLY, LLC (no longer used - to be abandoned)</b>								
DISTRIBUTORS EXPRESS COMPUTER SUPPLY	75/289229	2131518	Registered; not to be maintained	United States of America	35559		35815	20-Jun-2008
EXPRESS COMPUTER SUPPLY	78/393827	3001253	Registered; not to be maintained	United States of America	38077	38538	38622	

Exhibit B  
to  
Trademark Security Agreement

Dated as of April 18, 2007

**License Agreements**

Independent Stationers, Inc. has entered into Membership Agreements and Intellectual Property License Agreements whereby Independent Stationers, Inc. has granted to its members a limited license to use certain trademarks, tradenames, servicemarks, slogans, trade dress, or copyrights held by Independent Stationers, Inc. Independent Stationers, Inc. has entered into one of two types of standard Intellectual Property License Agreements with each of its members.

Under the first type of Intellectual Property License Agreement, all members party thereto are granted a license in all Office Plus and Value Plus trademarks, which include the following trademarks:

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>
OFFICE PLUS®	1,792,002	09/07/93
OP OFFICE PLUS®	1,847,098	11/07/95
OP OFFICE PLUS BUSINESS CENTRE®	1,934,174	05/28/96
OP OFFICE PLUS EXPRESS®	1,977,155	01/09/95
OP OFFICE PLUS FURNITURE EXPRESS®	1,947,533	07/16/96
OP OFFICE PLUS CAFÉ EXPRESS®	1,987,628	11/26/96
OFFICE PLUS BUSINESS NETWORK®	2,016,233	10/19/93
OP OFFICE PLUS BUSINESS NETWORK®	2,019,707	11/12/96
VALUE PLUS	1,834,991	05/03/94
VALUE PLUS OFFICE PRODUCTS	1,841,26	05/03/94
VALUE PLUS OFFICE PRODUCTS	75/98213	09/14/99

Under the second type of Intellectual Property License Agreement, all members party thereto are granted a license in all Office Network and Value Plus trademarks, which include the following trademarks:

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>
OFFICE NETWORK and Design®	2,187,234	09/08/98
VALUE PLUS	1,834,991	05/03/94
VALUE PLUS OFFICE PRODUCTS	1,841,26	05/03/94
VALUE PLUS OFFICE PRODUCTS	75/98213	09/14/99