

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daisytek, Incorporated		08/28/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	United Stationers Supply Co.		
Street Address:	One Parkway North		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1514988	DAISYTEK	
CORRESPONDENCE DATA			
Fax Number:	(312)236-7516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3123684000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	Mark I. Feldman		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	264428-7 DAISYTEK ASSIGNM		
NAME OF SUBMITTER:	Mark I. Feldman		
Signature:	/Mark I. Feldman/		
Date:	09/21/2007		

CH \$40.00 1514988

Total Attachments: 7

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ASSET SALE AND PURCHASE AGREEMENT

THIS ASSET SALE AND PURCHASE AGREEMENT (this "Agreement") is made and entered into this 28th day of August, 2003, by and between Daisytek, Incorporated, a debtor-in-possession and a Delaware corporation ("Seller"), and United Stationers Supply Co., an Illinois corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller was previously engaged in the business of distributing computer and office supplies and products (the "Business");

WHEREAS, Seller desires to sell, assign, transfer and convey to Buyer certain assets used or held for use in the Business, and Buyer desires to acquire such assets, all upon the terms and conditions set forth herein;

WHEREAS, in connection with such purchase and sale, Buyer is hereby assuming certain liabilities and obligations of Seller as more fully described herein, all upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

The following terms used in this Agreement shall have the following meanings unless some other meaning is clearly intended:

“Intellectual Property Rights” means all intellectual property rights, including both statutory and common law rights, throughout the world, as applicable, in or to any (a) patents, patent applications and invention disclosure, (b) copyrights (whether registered or unregistered), registrations, renewals and applications for registrations thereof, (c) trade secrets, know-how and confidential information, and (d) trademarks, trade names, service marks, trade dress, domain names, corporate names, product configurations, slogans, logos and any applications and registrations thereof, and any goodwill associated therewith.

“Mark” has the meaning assigned to such term in the definition of **“Transferred Assets”**.

“Transferred Assets” means, subject to Section 2.3 and Section 2.6, the following assets and rights owned by Seller (provided that the Transferred Assets shall not in any event include Excluded Assets):

(a) all Intellectual Property Rights owned by Seller and listed below:

(iii) subject to Section 2.4, the trademark, trade name, and service mark **“Daisytek”** (the **“Mark”**), and logos and corporate names related thereto; and

(iv) all goodwill associated therewith.

SECTION 2. PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES.

2.1 Transferred Assets. Subject to Section 2.6, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in and to the Transferred Assets, free and clear of all claims (including Excluded Liabilities), Liens and other interests in accordance with Sections 105, 363, and 365 of the Bankruptcy Code. The parties hereto shall mutually agree as to the format of physically transferring the Transferred Assets to Buyer.

4.2 Transfer of Assets. At the Closing, effective as of 12:01 a.m. on the Closing Date (the "Effective Time"):

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

SELLER:

DAISYTEK, INCORPORATED
Debtor-in-Possession

By: Dale Booth
Name: Dale Booth
Title: President & CEO

BUYER:

UNITED STATIONERS SUPPLY CO.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

DAISYTEK, INCORPORATED
Debtor in Possession

By: _____
Name: _____
Title: _____

BUYER:

UNITED STATIONERS SUPPLY CO.

By: *Brian S. Cooper*
Name: Brian S. COOPER
Title: TREASURER