

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
ORS Nasco, Inc.		12/21/2007	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	Chase Tower, 10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60670		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3305656	ANCHOR BRAND	
Registration Number:	3305657	ORS NASCO PURE WHOLESALE. PURE VALUE.	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084/34640		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH 3305656 \$65.00

900095764

TRADEMARK
REEL: 003691 FRAME: 0117

Date:

01/07/2008

Total Attachments: 12

source=Untitled#page1.tif

source=Untitled#page2.tif

source=Untitled#page3.tif

source=Untitled#page4.tif

source=Untitled#page5.tif

source=Untitled#page6.tif

source=Untitled#page7.tif

source=Untitled#page8.tif

source=Untitled#page9.tif

source=Untitled#page10.tif

source=Untitled#page11.tif

source=Untitled#page12.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of December 21, 2007 by and between ORS Nasco, Inc., an Oklahoma corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (successor by merger to Bank One, NA (Main Office Chicago), as contractual representative (the "Collateral Agent") on behalf of itself and on behalf of the "Secured Parties" (as such term is defined in the below-described Intercreditor Agreement).

WITNESSETH:

WHEREAS, effective as of the date first set forth above, United Stationers Supply Co., an Illinois corporation, ("USSC"), acquired ORS Nasco Holding, Inc., a Delaware corporation and the Grantor's sole stockholder ("Holding");

WHEREAS, the Collateral Agent has entered into that certain Intercreditor Agreement, dated as of October 15, 2007, by and among the Collateral Agent and certain lenders identified and defined therein in connection with certain extensions of credit and financial accommodations to USSC (as the same may have been or may be amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, under the Bank Credit Agreement USSC is obligated to cause the Grantor to enter into this agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Intercreditor Agreement shall have the meaning specified for such term in the Intercreditor Agreement. Unless otherwise defined herein or in the Intercreditor Agreement, each capitalized term used herein that is defined in the Amended and Restated Pledge and Security Agreement, dated as of October 15, 2007, by and among USSC, Lagasse, Inc. and the other grantors parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), shall have the meaning specified for such term in the Pledge and Security Agreement or, to the extent not defined therein, as defined in the Bank Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing or anything herein or in any other Lender Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Collateral Agent or any Secured Party with respect to Grantor's interest in any License, contract right, license agreement, or any other general intangible (each such License, contract right, license agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by Grantor to the Collateral Agent or any Secured Party is prohibited by the terms and provisions of the agreement, document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto; provided, however, that if and when the prohibition which prevents the granting by Grantor to the Collateral Agent of a security interest in any Excluded Property is removed or otherwise terminated, the Collateral

Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

4. New Trademarks and Licenses. Grantor represents and warrants that, as of the date of this Agreement, (a) the Trademarks listed on Schedule A include all of the domestic federally-registered trademarks, trademark applications, registered service marks and service mark applications owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the exclusive trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor that are material to the Grantor's business and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Collateral Agent, except Liens permitted by the Lender Documents. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications or (ii) enter into any new exclusive trademark license agreement or service mark license agreement that is material to the business of the Grantor, the provisions of paragraph 3 above shall automatically apply thereto. Grantor shall give to the Collateral Agent written notice of events described in clauses (i) and (ii) of the preceding sentence on an annual basis or, after the occurrence and during the continuance of an Actionable Default, upon the request of the Collateral Agent. Grantor hereby authorizes the Collateral Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future registered trademarks, trademark applications, registered service marks and service mark applications of Grantor and by amending Schedule B to include any future exclusive trademark license agreements and service mark license agreements of Grantor that are material to the business of Grantor, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 4 and (ii) by filing in the United States Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks and service mark applications, and exclusive trademark license agreements and service mark license agreements.

5. Royalties. Grantor hereby agrees that the use by the Collateral Agent of the Trademarks and Licenses as authorized hereunder in connection with the Collateral Agent's exercise of its rights and remedies to the extent expressly permitted under paragraph 12 or pursuant to the Pledge and Security Agreement after the occurrence and during the continuance of an Actionable Default shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent or any other Secured Party to Grantor.

6. Nature and Continuation of the Collateral Agent's Security Interest; Termination of the Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only in accordance with Section 20 of the Intercreditor Agreement. When this Agreement has terminated, the Collateral Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Collateral Agent's security interest in the Trademarks and the Licenses.

7. Duties of the Grantor. Grantor shall have the duty, to the extent necessary in the normal conduct of Grantor's business, as determined in the reasonable discretion of Grantor, to: (i) reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for trademarks or service marks, in each case, to the extent the failure to do so would reasonably be expected to have a Material Adverse Effect. Grantor further agrees (i) not to abandon any Trademark or License to the extent such Trademark or License is necessary in the normal conduct of Grantor's business, as determined in the reasonable discretion of Grantor, without the prior written consent of the Collateral Agent, except to the extent such abandonment would not reasonably be expected to have a Material Adverse Effect and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary, as determined in the Grantor's reasonable discretion, in the operation of Grantor's business, except to the extent the failure of such Trademarks or Licenses to be in effect would not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Collateral Agent nor any of the Secured Parties shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Collateral Agent nor any of the Secured Parties shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Collateral Agent may do so at its option after the occurrence and during the continuance of an Actionable Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Liabilities secured hereby.

8. The Collateral Agent's Right to Sue. Following the occurrence and during the continuance of an Actionable Default, the Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Collateral Agent shall commence any such suit, Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Collateral Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Collateral Agent for all reasonable out-of-pocket costs and expenses incurred by the Collateral Agent in the exercise of its rights under this paragraph 8 (including, without limitation, reasonable fees and expenses of outside attorneys and paralegals for the Collateral Agent).

9. Waivers. The Collateral Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Collateral Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Collateral Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Collateral Agent unless such suspension or waiver is in writing signed by an officer of the Collateral Agent and directed to Grantor specifying such suspension or waiver.

10. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies; Power of Attorney. Following the occurrence and during the continuance of an Actionable Default, Grantor hereby irrevocably designates, constitutes and appoints the Collateral Agent (and all Persons designated by the Collateral Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Collateral Agent and any of the Collateral Agent's designees, in Grantor's or the Collateral Agent's name, to take any action and execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Actionable Default and the giving by the Collateral Agent of written notice to Grantor of the Collateral Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Collateral Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Collateral Agent deems in its own best interest or in the best interest of the Secured Parties. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities (other than contingent Liabilities) shall have been paid in full and the Intercreditor Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent or the other Secured Parties under the Pledge and Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Actionable Default and the election by the Collateral Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Collateral Agent or any transferee of the Collateral Agent and to execute and deliver to the Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Collateral Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Collateral Agent's

rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Pledge and Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Actionable Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Pledge and Security Agreement and the Intercreditor Agreement. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Collateral Agent may give any shorter notice that is commercially reasonable under the circumstances. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Collateral Agent, any Secured Party or any of their respective designees or representatives, granted hereunder or any other Lender Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Collateral Agent hereunder.

13. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of each of the Secured Parties and their respective nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not, except pursuant to a transaction permitted by the Lender Documents, voluntarily assign or transfer its rights or obligations hereunder without the Collateral Agent's prior written consent.

14. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK, BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES) BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

15. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Intercreditor Agreement and to the addresses set forth in the Intercreditor Agreement or the Pledge and Security Agreement, as applicable.

16. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

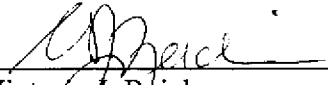
17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

18. Merger. This Agreement and the other Lender Documents represent the final agreement of Grantor and the Collateral Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and the Collateral Agent or any Secured Party.

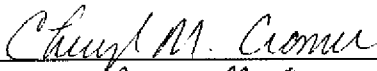
The remainder of this page is intentionally blank.

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

ORS NASCO, INC.

By: 
Name: Victoria J. Reich
Title: Vice President

ATTEST:

By: 
Name: Cheryl M. Cramer
Title: Assistant Secretary


Accepted and agreed to as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

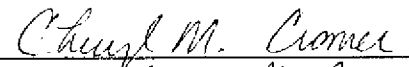
By: _____
Name:
Title:

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

ORS NASCO, INC.

By: 
Name: Victoria J. Reich
Title: Vice President

ATTEST:

By: 
Name: Cheryl M. Cramer
Title: Assistant Secretary

Accepted and agreed to as of the day and year first
above written.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Schedule A

to

Trademark Security Agreement

Dated as of December 21, 2007

Trademarks

Trademarks and Service Mark Applications

See Attached.

US Trademark Status Chart

Mark	Status	Reg. No.	Owner	Registration Date/ Application Filing Date
ANCHOR BRAND	Pending	3,305,656	ORS NASCO, INC.	10/9/07
ORS NASCO PURE WHOLESALE. PURE VALUE	Registered	3,305,657	ORS NASCO, INC.	10/9/07

Schedule B
to
Trademark Security Agreement
Dated as of December 21, 2007
License Agreements

None.