

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															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Staples the Office Superstore, LLC</td> <td></td> <td>07/14/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Staples, Inc.</td> <td></td> <td>07/14/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Staples the Office Superstore, LLC		07/14/2010	LIMITED LIABILITY COMPANY: DELAWARE	Staples, Inc.		07/14/2010	LIMITED LIABILITY COMPANY: DELAWARE		
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CORRESPONDENCE DATA															
<p>Fax Number: (310)903-5566 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (310) 903-5400 Email: JDueck@MarkBurnettProd.com Correspondent Name: Jodi M. Dueck c/o JMBP, Inc. Address Line 1: 3000 Olympic Boulevard Address Line 2: Building 1, Suite 2530 Address Line 4: Santa Monica, CALIFORNIA 90404-5073</p>															
ATTORNEY DOCKET NUMBER:	54556.999 & 54556.1002														

CH \$65.00 3633119

900167506

**TRADEMARK
 REEL: 004246 FRAME: 0378**

NAME OF SUBMITTER:	Amanda Harrell
Signature:	/ah/
Date:	07/21/2010
Total Attachments: 6 source=Staples Trademark Assignment & License Agreement#page1.tif source=Staples Trademark Assignment & License Agreement#page2.tif source=Staples Trademark Assignment & License Agreement#page3.tif source=Staples Trademark Assignment & License Agreement#page4.tif source=Staples Trademark Assignment & License Agreement#page5.tif source=Staples Trademark Assignment & License Agreement#page6.tif	

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of 7/14, 2010 ("Effective Date"), by Staples the Office Superstore, LLC ("STOS") and Staples, Inc. ("SI"), both Delaware Limited Liability Companies (collectively, "Assignor"), with their principal place of business at 500 Staples Drive, Framingham, MA 01702, on the one hand, and JMBP, Inc., a California corporation ("Assignee"), with a principal place of business at 3000 Olympic Boulevard, Building 1, Suite 2520, Santa Monica, CA 90404, on the other hand.

WHEREAS, STOS participated in a task ("Task") featured in an episode of the third production cycle ("Cycle 3") of the reality-based television series entitled "The Apprentice" ("Program") and thereafter, Assignee permitted Assignor to sell and promote the resulting product, "The Desk Apprentice," which was derived from the Task.

WHEREAS, Assignee owns all right, title and interest in and to the Program, including without limitation the trademark "THE APPRENTICE" and other related marks, including all common law rights associated with such marks, and the goodwill of the business symbolized and associated with the Program and such marks;

WHEREAS, Assignor registered or applied for those certain trademarks set forth on Schedule A, attached hereto and incorporated herein by this reference, (collectively, the "Mark"); and

WHEREAS, Assignee wishes to acquire from Assignor the right, title and interest in and to the Mark and all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business associated with the Mark, and

WHEREAS, Assignee desires to license-back to Assignor the Mark consistent with Assignor's past usage in connection with the Mark for the purposes of making, using, selling, offering for sale, and importing products;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by all the parties hereto, the parties agree as follows:

1. Assignment

(a) Upon registration, Assignor will assign and transfer to Assignee all right, title and interest in and to the following:

- (i) The Mark;
- (ii) The goodwill of all business associated with the Mark

(b) Assignor agrees that it will reasonably and timely cooperate with Assignee and that it will sign and/or deliver to Assignee all documents reasonably necessary to effect the foregoing assignment and record same with the U.S. and Canadian Trademark Offices. Assignor will provide Assignee with the attached Schedules B and C, executed for recordal with the U.S. and Canadian Trademark Offices, respectively, by Assignee upon receiving the aforementioned consideration.

2. Canada License. In further consideration for the assignment, the Assignee hereby grants to Assignor an exclusive, royalty-free license to use the Mark in Canada (the "Canada License"); provided that Assignor may only use the Mark (i) in a manner consistent with Assignor's past usage in connection with the Mark for the purposes of making, using, selling, offering for sale, and importing products, and (ii) for purposes of selling off Assignor's inventory of products bearing or otherwise

provided such entity agrees in writing to be bound by all of Assignor's obligations hereunder and Assignee receives a copy of such written agreement). This Agreement may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement. may be executed by facsimile or PDF signature and shall become effective when both parties have received a counterpart signed by the other party

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be executed by its duly authorized officer as of the date written below.

ASSIGNOR:

STAPLES THE OFFICE SUPERSTORE, LLC

By: [Signature]

Dated: 7/14/10

Name: David D'Angelo

Title: SVP

STAPLES, INC.

By: [Signature]

Dated: 7/14/10

Name: David D'Angelo

Title: SVP

ASSIGNEE:

JMBP, INC.

By: [Signature]

Dated: 7/14/10

Name: Amanda Hareell

Title: Head of Business & Legal Affairs



SCHEDULE A

TRADEMARK	COUNTRY	APPLICANT/ OWNER	SERIAL NO./REG. NO.	FILING DATE	CLASS/GOODS
DESK APPRENTICE	U.S.	STOS	78/548,998 3633119	3/18/05 6/2/09	Cl. 16: Organizer for office supplies and
DESK APPRENTICE (LOGO)	U.S.	STOS	78/837,931 3723861	3/15/06 12/8/09	Cl. 16: Organizer for office supplies and files
DESK APPRENTICE	Canada	SI	1,294,132	1/19/05	Cl. 16: Desk top organizer for office supplies and files
DESK APPRENTICE (LOGO)	Canada	SI	1,294,200	3/17/06	Cl. 16: Organizer for office supplies and files

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into by Staples the Office Superstore, LLC, a Delaware Limited Liability Company, with a principal place of business at 500 Staples Drive, Framingham, MA 01702 ("Assignor"), and JMBP, Inc., a California corporation, with a principal place of business at 3000 Olympic Boulevard, Building 1, Suite 2520, Santa Monica, CA 90404 ("Assignee"), as assignee, with reference to the following facts and circumstances:

Assignor is the proprietor of the following Trademark registrations in the United States (the "Trademarks"):

Trademark	Country	Registration No.	Issue Date
DESK APPRENTICE	U.S.	3633119	6/2/09
DESK APPRENTICE (LOGO)	U.S.	3723861	12/8/09

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and related rights, including Assignor's portion of the business to which the mark pertains and the goodwill of the Assignor with respect to the mark.

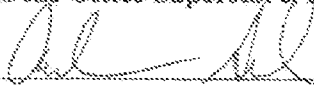
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademarks, including without limitation, the Trademarks registrations identified above, together with the goodwill of the business symbolized by the mark, as well as its entire right, title and interest in and to any and all common law rights to the Trademarks, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that procedures be taken with the U.S. Trademark Office singly by Assignee to record the transfer of the Trademarks to Assignee.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer thereunto duly authorized.

Staples the Office Superstore, LLC

Dated: 7/21/10

By: 

Name: Andrew G. Schneider

Title: VP Brand Marketing

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into by Staples, Inc., a Delaware Limited Liability Company, with a principal place of business at 500 Staples Drive, Framingham, MA 01702 ("Assignor"), and JMBP, Inc., a California corporation, with a principal place of business at 3000 Olympic Boulevard, Building 1, Suite 2520, Santa Monica, CA. 90404 ("Assignee"), as assignee, with reference to the following facts and circumstances:

Assignor is the proprietor of the following Trademark registrations in Canada (the "Trademarks"):

Trademark	Country	Application No.	Application Date
DESK APPRENTICE	Canada	1,294,132	1/19/05
DESK APPRENTICE (LOGO)	Canada	1,294,200	3/17/06

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and related rights, including Assignor's portion of the business to which the mark pertains and the goodwill of the Assignor with respect to the mark.

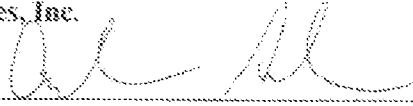
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Staples, Inc.

Dated: 7/21/10

By: 

Name: Andrew G. Schneider

Title: VP Brand Marketing