

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W.B. Mason Co., Inc.		09/29/2010	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	RBS Business Capital, a division of RBS Asset Finance, Inc., as Agent
Street Address:	28 State Street, Mailstop 1235
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Division: MASSACHUSETTS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2957444	BLIZZARD BLINDING WHITE COPY PAPER WHO BUT W.B.MASON FOR OFFICE SUPPLIES, PRINTING & FURNITURE
Registration Number:	3583108	ABRACADABRA
Registration Number:	3583107	PAPERAZZI
Serial Number:	85115062	WHITE BOX COPY PAPER
Serial Number:	85115088	BUYRIGHT
Serial Number:	85112996	MY FACE ULTRA SMOOTH, EXTRA HEAVY, BLINDING WHITE PAPER BLINDING WHITE
Serial Number:	85113026	MYIMAGE PAPER
Serial Number:	85113041	S.B.C. SMART BUSINESS CHOICE COPY PAPER
Serial Number:	85113061	FLAGSHIP PREMIUM COPY PAPER
Serial Number:	85113075	PRICE FIGHTER COPY PAPER SINCE 1898 92 BRIGHTNESS
Serial Number:	85112878	MY COPY PAPER
Serial Number:	85112912	ONE SOURCE WONDERFUL!

TRADEMARK

900173109

REEL: 004289 FRAME: 0951

CH \$340.00 2957444

Serial Number:

85112929

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CORRESPONDENCE DATA

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5723

Email: chimmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

102512-0003

NAME OF SUBMITTER:

Carolyn Himmelfarb

Signature:

/Carolyn Himmelfarb/

Date:

10/04/2010

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 2010 is entered into by and between **W.B. MASON CO., INC.**, a Massachusetts corporation (the "Grantor"), and **RBS BUSINESS CAPITAL**, a division of RBS Asset Finance, Inc., as agent (the "Agent") for itself and the other Secured Parties (as such term is defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of September 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, Agent, the lenders from time to time party thereto (the "Lenders") and RBS Business Capital, a division of RBS Asset Finance, Inc. and Wells Fargo Capital Finance, LLC, as co-collateral agents, the Lenders have agreed to make Loans and to incur LC Obligations for the benefit of the Grantor;

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and make Loans and to incur LC Obligations, the Grantor has granted to the Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all Intellectual Property (as defined below) of the Grantor; and

WHEREAS, upon the terms contained in the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, and the following terms shall have the following respective meanings:

(a) "Intellectual Property" shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark, Patent, and Copyright; and

(v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, (B) injury to any goodwill associated with any Mark, (C) infringement of any Patent, (D) injury to any goodwill associated with any Patent, (E) infringement of any Copyright, or (F) injury to any goodwill associated with any Copyright.

(b) "Copyrights" shall mean any United States copyrights or copyrightable works (whether or not registered, statutory or common law) to which any Grantor now or from time to time hereafter has title, including all reissues, renewals or extensions thereof, as well as any registrations of any copyrights in the United States Copyright Office or applications for United States copyright registrations now or from time to time hereafter made with the United States Copyright Office by any Grantor, and all rights provided by international treaties or conventions with respect to any of the foregoing.

(c) "Marks" shall mean any trademarks and service marks now held or hereafter acquired by any Grantor which are registered in the United States Patent and Trademark Office or in any other similar office or agency of the United States or any state thereof or any political subdivision thereof and any application for such trademarks and service marks, as well as any unregistered marks used by any Grantor in the United States and trade dress, including logos, proprietary icons, designs, trade names, trade styles, company names, corporate names, business names, fictitious business names and other business or source identifiers in connection with which any of such registered or unregistered marks are used in the United States, and including all common law rights therein, and registrations and applications for registration therefor, all rights provided by international treaties or conventions with respect to the foregoing, and all reissuances, extensions and renewals of any of the foregoing, and all goodwill associated therewith.

(d) "Patent" shall mean any United States patent to which any Grantor now or from time to time hereafter has title, including any divisions, continuations, reissues, reexaminations, extensions or renewals thereof, all inventions or improvements thereto, any application for a United States patent now or hereafter made by any Grantor, and any rights provided by international treaty or convention with respect to any of the foregoing.

(e) "Obligations" shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Loan Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Agent that, as of the date hereof, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, registered Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Agreement is effective to create valid and continuing security interests in and Liens on, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the Commonwealth of Massachusetts, perfected Liens in favor of the Agent, for the benefit of the Lenders, on the Grantor's Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Loan Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

Grantor:

W.B. MASON CO., INC.

By: 

Name: *Leo J. Meekins III*
Title: *CEO and President*

Signature page to IP Security Agreement

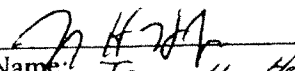
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Fax:

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ACCEPTED AND AGREED
As of the date first above written:

RBS BUSINESS CAPITAL,
a division of RBS Asset Finance, Inc., as Agent

By: 
Name: *James H. Herzog, Jr.*
Title: *Senior Vice President*

SCHEDULE I

All designs, trade secrets, confidential or proprietary information, customer lists, know-how and databases are on file with Grantor.

The following trademarks are registered in the name of the Grantor with the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>
Blizzard Blinding White Copy Paper Who But W.B. Mason for Office Supplies, Printing & Furniture	2957444
Abracadabra Copy Paper	3583108
Paparazzi Copy Paper	3583107

The following trademarks are pending registration with the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Serial No.</u>
White Box Copy Paper (and Design)	85/115062
Buyright (Stylized)	85/115088
My Face Ultra Smooth, Extra Heavy Blinding Paper Blinding White (and Design)	85/112996
My Image Paper (and Design)	85/113026
S.B.C. Smart Business Choice Copy Paper (and Design)	85/113041
Flagship Premium Copy Paper	85/113061
Price Fighter Copy Paper Since 1898 92 Brightness	85/113075
My Copy Paper (and Design)	85/112878
One Source Wonderful!	85/112912
Super Star Binding White Heavy Copy Paper (and Design)	85/112929

The Grantor uses the following unregistered trademarks:

1. W.B. Mason Co., Inc.
2. W.B. Mason
3. Mason

The Grantor uses the following unregistered slogans and trademarks:

1. Who But W.B. Mason
2. Who But W.B. Mason for Office Supplies Furniture and Printing
3. One Source Wonderful

From time to time the Grantor may use the trade names of the following acquired businesses:

1. The Morley Company
2. Dwyer Bros.
3. Focus Business Supplies, Inc.
4. Robert H. Hill Co, Inc.
5. Quakerbridge
6. New England Office Supplies
7. Marion Office Products
8. Shaw Inc.
9. Lawyers Stationary Co, Inc.
10. Timberline
11. Kontor, Inc. dba Village Office Supply and Furniture
12. Casey Paper
13. Office Quarters Inc.
14. Moody's
15. Executive
16. Goodwin Office Products
17. RJ Gile Co Inc.
18. Hanby's Inc.
19. Able Office Products
20. Whalen Stationery
21. Lyndonville Office Equipment
22. Pencil's Inc.
23. Office PHD Inc.
24. Ianuzi Office Supply
25. B&B Business Supplies

The Grantor's logos and advertising jingles are on file with the Grantor.

SCHEDULE II

PATENTS

None.

DB1/65581569.3

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SCHEDULE III

COPYRIGHTS

None.

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