

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
Paper Source, Inc.		04/26/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as administrative agent
Street Address:	666 Fifth Avenue, 18th Floor
Internal Address:	c/o Golub Capital Incorporated
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3090116	
Registration Number:	3090117	
Registration Number:	3090118	
Registration Number:	3087640	DO SOMETHING CREATIVE EVERY DAY
Registration Number:	3156950	DO SOMETHING CREATIVE EVERY DAY
Registration Number:	3276864	PAPER SOURCE
Registration Number:	3085437	DO SOMETHING CREATIVE EVERY DAY
Registration Number:	3012960	WASTE NOT PAPER
Registration Number:	2857817	PAPER SOURCE
Registration Number:	2857818	PAPER SOURCE
Registration Number:	2740615	PAPER SOURCE

CORRESPONDENCE DATA

Fax Number: 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-90
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/06/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2013, is between **PAPER SOURCE, INC.**, an Illinois corporation (the "Grantor"), and **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor entered into that certain Credit Agreement dated as of April 26, 2013 (as the same has been amended and may be, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 26, 2013 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in all of its Collateral, including all right, title and interest of Grantor in, to the Trademark Collateral (as hereinafter defined), to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, set forth on **Schedule 1** annexed hereto;
- (2) all goodwill of the business associated with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding anything to the contrary set forth in this Trademark Security Agreement, no security interest, lien or mortgage in and to, or right of setoff against, is granted in any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been accepted (but only until such statement is accepted).

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement will control.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

PAPER SOURCE, INC.,
an Illinois corporation

By: 

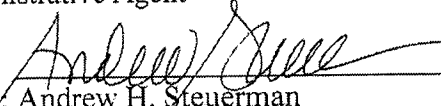
Name: Steven Kuptsis

Title: Chief Financial Officer

Acknowledged:

GOLUB CAPITAL LLC, a
Delaware limited liability company, as
Administrative Agent

By:


Name: Andrew H. Steuerman

Title: Senior Managing Director

Schedule 1
to
Trademark Security Agreement

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg Date</u>	<u>Owner</u>
Design Only	US	78/632920	5/19/2005	3090116	5/9/2006	Paper Source, Inc.
Design Only	US	78/632924	5/19/2005	3090117	5/9/2006	Paper Source, Inc.
Design Only	US	78/632926	5/19/2005	3090118	5/9/2006	Paper Source, Inc.
Do Something Creative Every Day	US	78/632927	5/19/2005	3087640	5/2/2006	Paper Source, Inc.
Do Something Creative Every Day	US	78/632931	5/19/2005	3156950	10/17/2006	Paper Source, Inc.
Paper Source	US	78/629421	5/13/2005	3276864	8/7/2007	Paper Source, Inc.
Do Something Creative Every Day	US	78/629426	5/13/2005	3085437	4/25/2006	Paper Source, Inc.
Waste Not Paper	US	78/344973	12/23/2003	3012960	11/8/2005	Paper Source, Inc.
Paper Source	US	78/170168	10/2/2002	2857817	6/29/2004	Paper Source, Inc.
Paper Source	US	78/170171	10/2/2002	2857818	6/29/2004	Paper Source, Inc.
Paper Source	US	78/170173	10/2/2002	2740615	7/22/2003	Paper Source, Inc.
Paper Source	State- Illinois			72432	5/11/1993	Paper Source, Inc.
Paper Source	State- Illinois			72433	5/11/1993	Paper Source, Inc.