

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Veritiv Corporation	FORMERLY xpedx Holding Company	06/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	xpedx, LLC
Street Address:	6400 Poplar Avenue
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38197
Entity Type:	CORPORATION: DELAWARE Limited Liability Company: Delaware

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86281798	VERITIV
Serial Number:	86281807	VERITIV
Serial Number:	86281822	VERITIV
Serial Number:	86281828	VERITIV
Serial Number:	86281833	VERITIV
Serial Number:	86281841	VERITIV
Serial Number:	86281849	VERITIV
Serial Number:	86281853	VERITIV
Serial Number:	86281862	VERITIV

CH \$240.00 86281798

CORRESPONDENCE DATA

Fax Number: 5132486451
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 513-248-6208
Email: trademarks@ipaper.com
Correspondent Name: Thomas W. Ryan III
Address Line 1: 6283 Tri Ridge Boulevard
Address Line 4: Loveland, OHIO 45140

ATTORNEY DOCKET NUMBER: VERITIV TO XPEDX LLC

NAME OF SUBMITTER:	Thomas W. Ryan III
SIGNATURE:	/Thomas W. Ryan III/
DATE SIGNED:	06/26/2014
Total Attachments: 3 source=xpedx llc_veritiv#page1.tif source=xpedx llc_veritiv#page2.tif source=xpedx llc_veritiv#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of 18 June, 2014 by and between Veritiv Corporation (f/k/a xpedx Holding Company), a Delaware corporation ("Assignor"), and xpedx, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks set forth on Schedule A ("Trademarks"), the goodwill associated therewith and the portion of the business associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill and portion of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks are used and that portion of the business that is related to the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignee shall request the Commissioner of Patents and Trademarks of the United States or the analogous individual or agency responsible for trademarks, service marks, trade/assumed names in the states and other countries referenced in Schedule A, to record Assignee as owner of the Trademarks, including any variations thereof, for the sole use and enjoyment of assignee, its successors, assigns or other legal representatives.

3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.

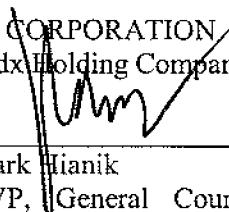
[SIGNATURE PAGE FOLLOWS.]

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The Assignor has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective date written below.

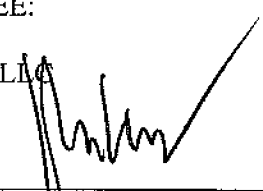
ASSIGNOR:

VERITIV CORPORATION
(f/k/a xpedx Holding Company)

By: 
Name: Mark Hianik
Title: SVP, General Counsel & Corporate Secretary
Date: 6-18-14

ASSIGNEE:

XPEDX, LLC

By: 
Name: Mark Hianik
Title: SVP, General Counsel and Secretary
Date: 6-18-14

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Schedule A

Trademark Applications

Trademark	Appl. #	Status	Reg. #	File Date	Reg. Date	Jurisdiction
VERITIV	86/281798	Pending		15-May-2014		United States
VERITIV	86/281807	Pending		15-May-2014		United States
VERITIV	86/281822	Pending		15-May-2014		United States
VERITIV	86/281828	Pending		15-May-2014		United States
VERITIV	86/281833	Pending		15-May-2014		United States
VERITIV	86/281841	Pending		15-May-2014		United States
VERITIV	86/281849	Pending		15-May-2014		United States
VERITIV	86/281853	Pending		15-May-2014		United States
VERITIV	86/281862	Pending		15-May-2014		United States

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