

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
xpedx, LLC		07/01/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
Internal Address:	32nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 76			
Property Type	Number	Word Mark	
Registration Number:	1107248		
Registration Number:	3729393	AIRWAVES	
Registration Number:	3580436	ARVEY	
Registration Number:	1395689	BALBOA	
Registration Number:	4035835	BEYOND DISTRIBUTION	
Registration Number:	3580382	BULKLEY DUNTON	
Registration Number:	3790702	CENTRAL LEWMAR	
Registration Number:	3948301	CENTRAL MARQUARDT	
Registration Number:	3677396	COPY CALIFORNIA	
Registration Number:	3457602	DISCOVER	
Registration Number:	4348260	DISTRIBUTION EXCELLENCE	
Registration Number:	3304713	ENDURANCE	
Registration Number:	4343238	GLOBAL REACH. LOCAL EXPERTISE.	
Registration Number:	4303089	HEALTHCARE FACILITY ADVISOR	
Registration Number:	3963409	HEALTHY BUILDINGS. HEALTHY PEOPLE.	
Registration Number:	3959599	HEALTHY CAMPUS. HEALTHY STUDENTS.	
Registration Number:	4342682	HEALTHY FACILITY. HEALTHY PEOPLE.	
Registration Number:	3580437	IF IT'S PAPER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1435118	JEFFERSON
Registration Number:	4289172	JET TASK
Registration Number:	3245386	KEEPS ON RUNNING
Registration Number:	4250803	KNOW TO GROW
Registration Number:	3074601	MAKING NOT-FOR-RESALE GOOD FOR RETAIL
Registration Number:	1772970	MATRIX
Registration Number:	1491118	MATRIX
Registration Number:	3383619	MSDSONFILE
Registration Number:	2865197	NATIONWIDE PAPERS
Registration Number:	4068078	PACKAGING EXPERTISE
Registration Number:	2287030	PARK AVENUE
Registration Number:	3254138	PREPSCHOOL
Registration Number:	4121986	PROCESS FOR PROFIT
Registration Number:	3580379	REDISTRIBUTING SUCCESS
Registration Number:	1194567	REGENCY
Registration Number:	2044282	REGENCY
Registration Number:	1857660	RELIABLE
Registration Number:	2258069	RELIABLE
Registration Number:	4090175	RESPONSIBLE EFFORTS SUSTAINBLE RESULTS
Registration Number:	4250804	ROOM TO GROW
Registration Number:	3662836	SAALFELD
Registration Number:	2721432	SAALFELD REDISTRIBUTION
Registration Number:	3580378	SAALFELD
Registration Number:	3613484	SELECT SUPPLIES
Registration Number:	2126228	SEVILLE
Registration Number:	3821616	SPRING GROVE
Registration Number:	4180018	SPRING GROVE
Registration Number:	3793721	STRATEGIC PAPER GROUP
Registration Number:	3815010	TOWER
Registration Number:	3815011	TOWER
Registration Number:	1559007	TUFFLEX
Registration Number:	2931532	TUFFLEX
Registration Number:	3459556	VAST
Registration Number:	3603233	VECTOR
Registration Number:	3796254	WHITEMAN TOWER
Registration Number:	2302556	XPEDX
Registration Number:	3544289	XPEDX
Registration Number:	2366730	XPEDX
Registration Number:	3544739	CHOZEN · CHOZEN · CHOZEN · CHOZEN Z TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3544371	XPEDX
Registration Number:	3550962	XPEDX COM
Registration Number:	2879118	Z ZELLERBACH
Registration Number:	1554218	ZELLERBACH
Serial Number:	86104420	BE WELL
Serial Number:	86104384	MAKE PRINT HAPPEN
Serial Number:	86094165	RELIABLE
Serial Number:	86162553	RELIABLE
Serial Number:	86158869	SPRING GROVE
Serial Number:	86104464	TUFFLEX
Serial Number:	85733016	WHAT TO GROW
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

CORRESPONDENCE DATA

Fax Number:

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: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Alan Madison, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 401180/401

NAME OF SUBMITTER: Alan Madison

SIGNATURE: /Alan Madison/

DATE SIGNED: 07/07/2014

Total Attachments: 8

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 1, 2014, made by xpedx, LLC, a New York limited liability company (the "Borrower"), in favor of BANK OF AMERICA, N.A., as administrative agent, (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") which are parties to the ABL Credit Agreement, dated as of July 1, 2014 (as amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Agent, Veritiv Corporation, xpedx Intermediate, LLC and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Guarantee and Collateral Agreement, dated as of July 1, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and

to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than Holding, a Subsidiary of Holding, the Parent Borrower, a Restricted Subsidiary or an Affiliate thereof for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses (in each case, except to the extent that, pursuant to the Code and any other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination of such Trademark License).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

xpedx, LLC

By: _____

Name: Mark W. Hianik


Title: Senior Vice President, General
Counsel and Corporate Secretary

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks:
xpedx, LLC]

TRADEMARK
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BANK OF AMERICA, N.A.,
as Agent

By:


Name: William J. Wilson
Title: Senior Vice President

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks:
xpedx, LLC]

TRADEMARK
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SCHEDULE I

United States Trademarks

Trademark	Appl. #	Status	Reg. #	File Date	Reg. Date	Jurisdiction	Owner
3-D box design (Fidelity Container)	73/144274	Registered	1107248	11-Oct-1977	28-Nov-1978	United States	xpedx, LLC
AIRWAVES	77/528983	Registered	3729393	23-Jul-2008	22-Dec-2009	United States	xpedx, LLC
ARVEY	77/551166	Registered	3580436	20-Aug-2008	24-Feb-2009	United States	xpedx, LLC
BALBOA	73/566693	Registered	1395689	4-Nov-1985	3-Jun-1986	United States	xpedx, LLC
BEYOND DISTRIBUTION	85/022701	Registered	4035835	26-Apr-2010	4-Oct-2011	United States	xpedx, LLC
BULKLEY DUNTON	77/533608	Registered	3580382	29-Jul-2008	24-Feb-2009	United States	xpedx, LLC
CENTRAL LEWMAR	77/420699	Registered	3790702	13-Mar-2008	18-May-2010	United States	xpedx, LLC
CENTRAL MARQUARDT	77/678964	Registered	3948301	26-Feb-2009	19-Apr-2011	United States	xpedx, LLC
COPY CALIFORNIA & design	77/449242	Registered	3677396	16-Apr-2008	1-Sep-2009	United States	xpedx, LLC
DISCOVER	77/318920	Registered	3457602	1-Nov-2007	1-Jul-2008	United States	xpedx, LLC
DISTRIBUTION EXCELLENCE	85/539657	Registered	4348260	12-Feb-2012	4-Jun-2013	United States	xpedx, LLC
ENDURANCE	78/919592	Registered	3304713	29-Jun-2006	2-Oct-2007	United States	xpedx, LLC
GLOBAL REACH. LOCAL EXPERTISE.	85/418506	Registered	4343238	9-Sep-2011	28-May-2013	United States	xpedx, LLC
HEALTHCARE FACILITY ADVISOR	85/7669196	Registered	4303089	1-Nov-2012	12-Mar-2013	United States	xpedx, LLC
HEALTHY BUILDINGS. HEALTHY PEOPLE.	85/022714	Registered	3963409	26-Apr-2010	17-May-2011	United States	xpedx, LLC
HEALTHY CAMPUS. HEALTHY STUDENTS.	85/022722	Registered	3959599	26-Apr-2010	10-May-2011	United States	xpedx, LLC
HEALTHY FACILITY. HEALTHY PEOPLE.	85/71616	Registered	4342682	5-Nov-2012	28-May-2013	United States	xpedx, LLC
IF IT'S PAPER	77/551171	Registered	3580437	20-Aug-2008	24-Feb-2009	United States	xpedx, LLC

Trademark	Appl. #	Status	Reg. #	File Date	Reg. Date	Jurisdiction	Owner
JEFFERSON	73/628435	Registered	1435118	4-Nov-1986	31-Mar-1987	United States	xpedx, LLC
JET TASK	85/704161	Registered	4289172	15-Aug-2012	12-Feb-2013	United States	xpedx, LLC
KEEPS ON RUNNING	78/505722	Registered	3245386	26-Oct-2004	22-May-2007	United States	xpedx, LLC
KNOW TO GROW	85/305756	Registered	4250803	27-Apr-2011	27-Nov-2012	United States	xpedx, LLC
Making Not-for-Resale Good for Retail	78/433612	Registered	3074601	11-Jun-2004	28-Mar-2006	United States	xpedx, LLC
MATRIX	74/312524	Registered	1772970	10-Sep-1992	25-May-1993	United States	xpedx, LLC
MATRIX & design	73/685618	Registered	1491118	11-Sep-1987	7-Jun-1988	United States	xpedx, LLC
MSDSONFILE	78/919569	Registered	3383619	29-Jun-2006	12-Feb-2008	United States	xpedx, LLC
NATIONWIDE PAPERS	78/278452	Registered (but not maintained)	2865197	24-Jul-2003	20-Jul-2004	United States	xpedx, LLC
PACKAGING EXPERTISE	85/022707	Registered	4068078	26-Apr-2010	6-Dec-2011	United States	xpedx, LLC
PARK AVENUE	75/359069	Registered	2287030	18-Sep-1997	19-Oct-1999	United States	xpedx, LLC
PLAN TO GROW	85/523778	Registered	4427081	24-Jan-2012	19-Nov-2013	United States	xpedx, LLC
PREPSCHOOL	78/517685	Registered (but not used)	3254138	16-Nov-2004	19-Jun-2007	United States	xpedx, LLC
PROCESS FOR PROFIT	85/461116	Registered	4121986	25-Aug-2010	3-Apr-2012	United States	xpedx, LLC
REDISTRIBUTING SUCCESS	77/533294	Registered	3580379	29-Jul-2008	24-Feb-2009	United States	xpedx, LLC
REGENCY	73/267111	Registered	1194567	20-Jun-1980	4-May-1982	United States	xpedx, LLC
REGENCY	74/576634	Registered	2044282	22-Sep-1994	11-Mar-1997	United States	xpedx, LLC
RELIABLE	74/434346	Registered	1857660	9-Sep-1993	11-Oct-1994	United States	xpedx, LLC
RELIABLE	75/406663	Registered	2258069	17-Dec-1997	29-Jun-1999	United States	xpedx, LLC
RESPONSIBLE EFFORTS SUSTAINABLE RESULTS	85/308027	Registered	4090175	29-Apr-2011	24-Jan-2012	United States	xpedx, LLC
ROOM TO GROW	85/305815	Registered	4250804	27-Apr-2011	27-Nov-2012	United States	xpedx, LLC
SAALFELD	77/533249	Registered	3662836	29-Jul-2008	4-Aug-2009	United States	xpedx, LLC
SAALFELD REDISTRIBUTION	78/121036	Registered	2721432	11-Apr-2002	3-Jun-2003	United States	xpedx, LLC

Trademark	Appl. #	Status	Reg. #	File Date	Reg. Date	Jurisdiction	Owner
SAALFELD & logo	77/533278	Registered	3580378	29-Jul-2008	24-Feb-2009	United States	xpedx, LLC
SELECT SUPPLIES	77/389661	Registered	3613484	6-Feb-2008	28-Apr-2009	United States	xpedx, LLC
SEVILLE	75/103700	Registered	2126228	14-May-1996	30-Dec-1997	United States	xpedx, LLC
SPRING GROVE	77/891106	Registered	3821616	11-Dec-2009	20-Jul-2010	United States	xpedx, LLC
SPRING GROVE	85/126694	Registered	4180018	10-Sep-2010	24-Jul-2012	United States	xpedx, LLC
STRATEGIC PAPER GROUP	77/420879	Registered	3793721	13-Mar-2008	25-May-2010	United States	xpedx, LLC
TOWER	77/421100	Registered	3815010	13-Mar-2008	6-Jul-2010	United States	xpedx, LLC
TOWER	77/421128	Registered	3815011	13-Mar-2008	6-Jul-2010	United States	xpedx, LLC
TUFFLEX	73/729823	Registered	1559007	20-May-1988	3-Oct-1989	United States	xpedx, LLC
TUFFLEX	78/092357	Registered	2931532	8-Nov-2001	8-Mar-2005	United States	xpedx, LLC
VAST	78/844306	Registered	3459556	23-Mar-2006	1-Jul-2008	United States	xpedx, LLC
VECTOR	77/192790	Registered	3603233	30-May-2007	7-Apr-2009	United States	xpedx, LLC
WHITEMAN TOWER	77/420925	Registered	3796254	13-Mar-2008	1-Jun-2010	United States	xpedx, LLC
xpedx	75/338647	Registered	2302556	11-Aug-1997	21-Dec-1999	United States	xpedx, LLC
xpedx	77/148115	Registered	3544289	4-Apr-2007	9-Dec-2008	United States	xpedx, LLC
xpedx (stylized)	75/385302	Registered	2366730	3-Nov-1997	11-Jul-2000	United States	xpedx, LLC
xpedx (stylized)	77/148101	Registered	3544739	4-Apr-2007	30-Dec-2008	United States	xpedx, LLC
xpedx (stylized)	77/192826	Registered	3544371	30-May-2007	9-Dec-2008	United States	xpedx, LLC
xpedx.com & circle design	77/192871	Registered	3550962	30-May-2007	23-Dec-2008	United States	xpedx, LLC
Z ZELLERBACH (design)	78/152601	Registered	2879118	9-Aug-2002	31-Aug-2004	United States	xpedx, LLC
ZELLERBACH	73/761563	Registered	1554218	2-Nov-1988	29-Aug-1989	United States	xpedx, LLC

Trademark Applications

United States Trademarks

Trademark	Appl. #	Status	Reg. #	File Date	Reg. Date	Jurisdiction	Owner
BE WELL	86/104420	Pending		29-Oct-2013		United States	xpedx, LLC
MAKE PRINT HAPPEN	86/104384	Pending		29-Oct-2013		United States	xpedx, LLC
RELIABLE	86/094165	Pending		17-Oct-2013		United States	xpedx, LLC
RELIABLE	86/162553	Pending		10-Jan-2014		United States	xpedx, LLC
SPRING GROVE	86/158869	Pending		7-Jan-2014		United States	xpedx, LLC
TUFFLEX	86/104464	Pending		29-Oct-2013		United States	xpedx, LLC
WHAT TO GROW	85/733016	Pending		19-Sep-2012		United States	xpedx, LLC
VERITIV	86/281798	Pending		15-May-2014		United States	xpedx, LLC
VERITIV	86/281807	Pending		15-May-2014		United States	xpedx, LLC
VERITIV	86/281822	Pending		15-May-2014		United States	xpedx, LLC
VERITIV	86/281828	Pending		15-May-2014		United States	xpedx, LLC
VERITIV	86/281833	Pending		15-May-2014		United States	xpedx, LLC
VERITIV	86/281841	Pending		15-May-2014		United States	xpedx, LLC
VERITIV	86/281849	Pending		15-May-2014		United States	xpedx, LLC
VERITIV	86/281853	Pending		15-May-2014		United States	xpedx, LLC