

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTRFORM F4	FORMERLY Interform Commercial Interiors	07/23/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OfficeMax North America, Inc.		
Street Address:	263 Shuman Blvd.		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2927155	INTERFORM COMMERCIAL INTERIORS	
Registration Number:	2892414	INTERFORM COMMERCIAL INTERIORS	
Registration Number:	2892413	INTERFORM	
CORRESPONDENCE DATA			
Fax Number:	5108341928		
<i>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.</i>			
Phone:	510-834-6600		
Email:	tmdocket@wendel.com		
Correspondent Name:	Richard A. Lyons		
Address Line 1:	1111 Broadway, 24th Floor		
Address Line 4:	Oakland, CALIFORNIA 94607		
ATTORNEY DOCKET NUMBER:	004072.0001		
NAME OF SUBMITTER:	Richard A. Lyons		
SIGNATURE:	/Richard A. Lyons/		
DATE SIGNED:	07/29/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of November 18, 2013 (the "Agreement"), by and among NTRFORM F4, a California corporation (formerly known as Interform Commercial Interiors, a California Corporation) as the "Seller" ("Assignor"), Richard D. Watts, Trustee of the Richard D. Watts Living Trust dated December 18, 2001 (the "Majority Shareholder"), Richard D. Watts, an individual ("Watts"), OfficeMax Incorporated, a Delaware corporation (the "Parent Company") and OfficeMax North America, Inc., an Ohio corporation as the "Buyer" ("Assignee"), Assignor has agreed to sell, transfer, assign and convey to Assignee its entire right, title and interest, together with the goodwill symbolized thereby, in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Exhibit A, attached hereto and incorporated herein by this reference and made a part hereof (each a "Trademark" and collectively, the "Trademarks").

WHEREAS, in order to effectuate Assignor's assignment, transfer and conveyance to Assignee of its entire right, title and interest in and to the Trademarks, Assignor is executing this instrument of assignment (the "Trademark Assignment").

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, and the goodwill of the business symbolized by, the Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business symbolized by the Trademarks being assigned to Assignee, are the rights to police, monitor and enforce the Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title and interest, together with the goodwill of the business symbolized thereby, by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be reasonably necessary or desirable to record or perfect the above-described transfer of trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark

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registrations, amended registrations and renewals that may be granted upon any application or petition for same, to Assignee, and Assignee's successors and assigns.

This Trademark Assignment constitutes the entire agreement and supersedes all prior agreements between the parties pertaining solely to the transfer of the Trademarks, and shall be deemed binding upon the parties, their heirs, legal representatives, successors, and assigns.

This Trademark Assignment may be executed in one or more counterparts (including by means of facsimile or electronic transmission), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment, to the extent signed and delivered by means of facsimile machine or electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.


This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

* * * * *

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 23 day of July, 2014.

ASSIGNOR:

NTRFORM F4,
a California corporation

By: 
Name: Richard D. Watts
Title: President

ASSIGNEE:

OFFICEMAX NORTH AMERICA, INC.,
an Ohio corporation


By: 
Name: Elisa D. Garcia C.
Title: Executive Vice President



EXHIBIT A

MARK	APPLICATION NO./ FILING DATE	REGISTRATION NO./REG. DATE	COUNTRY	STATUS
Interform Commercial Interiors	Serial No.: 76-406,018 Filed: May 10, 2002	Registration No.: 2,927,155 Registered: February 22, 2005	United States	Registered 8 & 15, September 10, 2010
Interform Commercial Interiors and Design	Serial No.: 76-405,927 Filed: May 10, 2002	Registration No.: 2,892,414 Registered: October 12, 2004	United States	Registered 8 & 15, September 10, 2010
Interform	Serial No.: 76-405,926 Filed: May 10, 2002	Registration No.: 2,892,413 Registered: October 12, 2004	United States	Registered 8 & 15, September 10, 2010

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