

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liberty Bell Equipment Corporation		11/25/2014	CORPORATION:
Label Industries, Inc.		11/25/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86202556	QUIPALL
Serial Number:	85201907	FINISH PRO
Registration Number:	2955475	FINISH PRO
Registration Number:	2951274	FINISH PRO
Registration Number:	2496093	MEDCO
Registration Number:	2644896	PAINTERS PRIDE PRODUCTS
Registration Number:	4149606	NATIONAL TOOL WAREHOUSE
Registration Number:	3846780	MECHANICS TOOLS WAREHOUSE
Registration Number:	3012392	NATIONAL TOOL WAREHOUSE
Registration Number:	3814089	

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

TRADEMARK

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-34640

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/11/2014

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of November 25, 2014 among Liberty Bell Equipment Corporation and Label Industries, Inc. (each a "Grantor" and collectively the "Grantors"), and JPMorgan Chase Bank, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), as contractual representative (the "Collateral Agent") on behalf of itself and on behalf of the "Secured Parties" (as such term is defined in the below-described Intercreditor Agreement).

WITNESSETH:

WHEREAS, on October 31, 2014, United Stationers Supply Co., an Illinois corporation, ("USSC"), acquired the Grantors;

WHEREAS, the Collateral Agent has entered into that certain Intercreditor Agreement, dated as of October 15, 2007, by and among the Collateral Agent and certain lenders identified and defined therein in connection with certain extensions of credit and financial accommodations to USSC (as the same may have been or may be amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, under the Fourth Amended and Restated Credit Agreement, dated as of July 8, 2013, among USSC, United Stationers Inc. ("USI"), various financial institutions and JPMorgan Chase Bank, N.A., as administrative agent, (as amended to date, the "Bank Credit Agreement"), USSC is obligated to cause the Grantors to enter into this agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Intercreditor Agreement shall have the meaning specified for such term in the Intercreditor Agreement. Unless otherwise defined herein or in the Intercreditor Agreement, each capitalized term used herein that is defined in the Amended and Restated Pledge and Security Agreement, dated as of October 15, 2007, by and among USSC and the other grantors party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), shall have the meaning specified for such term in the Pledge and Security Agreement or, to the extent not defined therein, as defined in the Bank Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (e) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing or anything herein or in any other Lender Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Collateral Agent or any Secured Party with respect to any Grantor's interest in any License, contract right, license agreement, or any other general intangible (each such License, contract right, license agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by such Grantor to the Collateral Agent or any Secured Party is prohibited by the terms and provisions of the agreement, document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto; provided, however, that if and when the prohibition which prevents the granting by such Grantor to the Collateral Agent of a security interest in any Excluded Property is removed or otherwise

terminated, the Collateral Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

4. New Trademarks and Licenses. Each Grantor represents and warrants that, as of the date of this Agreement, (a) the Trademarks listed next to such Grantor's name on Schedule A include all of the domestic federally-registered trademarks, trademark applications, registered service marks and service mark applications owned or held by such Grantor, (b) the Licenses listed next to such Grantor's name on Schedule B include all of the exclusive trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor that are material to such Grantor's business and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Collateral Agent, except Liens permitted by the Lender Documents. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications or (ii) enter into any new exclusive trademark license agreement or service mark license agreement that is material to the business of such Grantor, the provisions of paragraph 3 above shall automatically apply thereto. Each Grantor shall give to the Collateral Agent written notice of events described in clauses (i) and (ii) of the preceding sentence applicable to such Grantor on an annual basis or, after the occurrence and during the continuance of an Actionable Default, upon the request of the Collateral Agent. Each Grantor hereby authorizes the Collateral Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future registered trademarks, trademark applications, registered service marks and service mark applications of such Grantor and by amending Schedule B to include any future exclusive trademark license agreements and service mark license agreements of such Grantor that are material to the business of such Grantor, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 4 and (ii) by filing in the United States Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks and service mark applications, and exclusive trademark license agreements and service mark license agreements.

5. Royalties. Each Grantor hereby agrees that the use by the Collateral Agent of its Trademarks and Licenses as authorized hereunder in connection with the Collateral Agent's exercise of its rights and remedies to the extent expressly permitted under paragraph 12 or pursuant to the Pledge and Security Agreement after the occurrence and during the continuance of an Actionable Default shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent or any other Secured Party to such Grantor.

6. Nature and Continuation of the Collateral Agent's Security Interest; Termination of the Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only in accordance with Section 20 of the Intercreditor Agreement. When this Agreement has terminated, the Collateral Agent shall promptly execute and deliver to the Grantors, at the Grantors' expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Collateral Agent's security interest in the Trademarks and the Licenses.

7. Duties of the Grantors. Each Grantor shall have the duty, to the extent necessary in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, to: (i) reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for trademarks or service marks, in each case, to the extent the failure to do so would reasonably be expected to have a Material Adverse Effect. Each Grantor further agrees (i) not to abandon any Trademark or License to the extent such Trademark or License is necessary in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, without the prior written consent of the Collateral Agent, except to the extent such abandonment would not reasonably be expected to have a Material Adverse Effect and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary, as determined in such Grantor's reasonable discretion, in the operation of such Grantor's business, except to the extent the failure of such Trademarks or Licenses to be in effect would not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by the Grantors. Neither the Collateral Agent nor any of the Secured Parties shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Collateral Agent nor any of the Secured Parties shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Collateral Agent may do so at its option after the occurrence and during the continuance of an Actionable Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the sole account of the Grantors and shall be added to the Secured Obligations secured hereby.

8. The Collateral Agent's Right to Sue. Following the occurrence and during the continuance of an Actionable Default, the Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Collateral Agent shall commence any such suit, each Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Collateral Agent in aid of such enforcement. The Grantors shall, upon demand, promptly reimburse the Collateral Agent for all reasonable out-of-pocket costs and expenses incurred by the Collateral Agent in the exercise of its rights under this paragraph 8 (including, without limitation, reasonable fees and expenses of outside attorneys and paralegals for the Collateral Agent).

9. Waivers. The Collateral Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Collateral Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Collateral Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Collateral Agent unless such suspension or waiver is in writing signed by an officer of the Collateral Agent and directed to such Grantor specifying such suspension or waiver.

10. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies; Power of Attorney. Following the occurrence and during the continuance of an Actionable Default, each Grantor hereby irrevocably designates, constitutes and appoints the Collateral Agent (and all Persons designated by the Collateral Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Collateral Agent and any of the Collateral Agent's designees, in such Grantor's or the Collateral Agent's name, to take any action and execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Actionable Default and the giving by the Collateral Agent of written notice to such Grantor of the Collateral Agent's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Collateral Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Collateral Agent deems in its own best interest or in the best interest of the Secured Parties. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations (other than contingent Secured Obligations) shall have been paid in full and the Intercreditor Agreement shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent or the other Secured Parties under the Pledge and Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Actionable Default and the election by the Collateral Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Collateral Agent or any transferee of the Collateral Agent and to execute and deliver to the Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Collateral Agent's

sole discretion, to effect such assignment, conveyance and transfer. All of the Collateral Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Pledge and Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Actionable Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Pledge and Security Agreement and the Intercreditor Agreement. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Collateral Agent may give any shorter notice that is commercially reasonable under the circumstances. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Collateral Agent, any Secured Party or any of their respective designees or representatives, granted hereunder or any other Lender Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Collateral Agent hereunder.

13. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and permitted assigns, and shall inure to the benefit of each of the Secured Parties and their respective nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that such Grantor shall not, except pursuant to a transaction permitted by the Lender Documents, voluntarily assign or transfer its rights or obligations hereunder without the Collateral Agent's prior written consent.

14. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK, BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES) BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

15. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Intercreditor Agreement and to the addresses set forth in the Intercreditor Agreement or the Pledge and Security Agreement, as applicable.

16. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

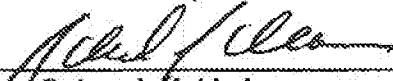
17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

18. Merger. This Agreement and the other Lender Documents represent the final agreement of the Grantors and the Collateral Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantors and the Collateral Agent or any Secured Party.

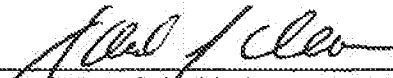
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

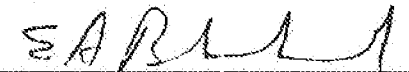
LIBERTY BELL EQUIPMENT CORPORATION

By: 
Name: Robert J. Kelderhouse
Title: Vice President and Treasurer

LABEL INDUSTRIES, INC.

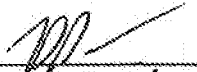
By: 
Name: Robert J. Kelderhouse
Title: Vice President and Treasurer

ATTEST:

By: 
Name: Eric A. Blanchard
Title: Senior Vice President,
General Counsel and Secretary

Accepted and agreed to as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Richard Barritt
Title: Associate

Signature page to Trademark Security Agreement

Schedule A


to

Trademark Security Agreement


Dated as of November 25, 2014

Registered Trademarks and Service Marks and Trademark and Service Mark Applications

See following page

Mark	Status	Reg. No.	Owner	Registration Date/Application Filing Date
QUIPALL	Application Pending	App 86202556	Liberty Bell Equipment Corporation	NA (filed on February 24, 2014)
FINISH PRO	Application Pending	App 85201907	Liberty Bell Equipment Corporation	NA (filed on December 20, 2010)
FINISH PRO	Registered	2955475	Liberty Bell Equipment Corporation	May 24, 2002
FINISH PRO	Registered	2951274	Liberty Bell Equipment Corporation	May 17, 2005
 MEDCO	Registered	2496093	Liberty Bell Equipment Corporation	October 9, 2001
PAINTERS PRIDE PRODUCTS	Registered	2644896	Liberty Bell Equipment Corporation	November 5, 2002
NATIONAL TOOL WAREHOUSE	Registered	4149606	Label Industries, Inc.	May 29, 2012
MECHANICS TOOLS WAREHOUSE	Registered	3846780	Label Industries, Inc.	September 7, 2010
NATIONAL TOOL	Registered	3012392	Label Industries, Inc.	November 1, 2004

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WAREHOUSE		Design only	Registered	3814089	Label Industries, Inc.	July 6, 2010
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Schedule B
to
Trademark Security Agreement

None

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 25th day of November, 2014, by Robert J. Kelderhouse, the Vice President and Treasurer of Liberty Bell Equipment Corporation, a Pennsylvania corporation, and of Label Industries, Inc., a Missouri corporation, on behalf of such corporations.



Cheryl M. Cromer

Notary Public
My commission expires: July 19, 2017

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)