

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empire Office, Inc.		12/18/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
Internal Address:	42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85865926	EMPIRE	
Serial Number:	85866064	EMPIRE OFFICE	
Serial Number:	85866122	EMPIRE AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:	2125453309		
<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:	212.592.1576		
Email:	rbroder@herrick.com		
Correspondent Name:	Robert S. Broder		
Address Line 1:	2 Park Avenue		
Address Line 2:	Herrick, Feinstein LLP		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	10818-0015		
NAME OF SUBMITTER:	Robert S. Broder		
SIGNATURE:	/rsb/		
DATE SIGNED:	12/18/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2014, made by EMPIRE OFFICE, INC., a New York corporation, having an office at 105 Madison Avenue, 15th Floor, New York, New York 10016 (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent, having an office at 270 Park Avenue, 42nd Floor, New York, New York 10017 (in such capacity and together with any successors in such capacity (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to the Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Pledgor and the Subsidiary Pledgors (as defined therein) party thereto in favor of the Administrative Agent.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders and the Issuing Bank (each as defined in the Credit Agreement referred to below) to enter into the Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Pledgor, the Lenders party thereto from time to time, and the Administrative Agent, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

(b) As used in this Agreement, the following terms have the following meanings:

“Agreement” shall mean this Trademark Security Agreement, dated as of the date hereof, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified.

“Credit Agreement” shall have the meaning set forth in the recitals hereto.

“Discharge of Obligations” shall mean (i) all Secured Obligations (other than the Remaining Obligations) have been paid in full in cash, (ii) the Commitments have expired or been terminated, and (iii) all Letters of Credit have expired or been terminated (or, alternatively, with respect to each such Letter of Credit, backstopped with a standby letter of credit or otherwise cash collateralized, in either case in accordance with the Credit Agreement).

“Goodwill” shall mean, collectively, with respect to the Pledgor, the goodwill connected with the Pledgor’s business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property License with respect to any Trademark in which the Pledgor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary

information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of the Pledgor's business.

“Security Agreement” shall have the meaning set forth in the recitals hereto.

“Trademarks” shall mean, collectively, with respect to the Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with all Goodwill associated therewith and any and all (i) rights and privileges arising under applicable law with respect to the Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges, hypothecates and assigns to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now owned or existing or hereafter acquired or arising from time to time (collectively, the “Trademark Collateral”):

- (a) the Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When the Discharge of Obligations has occurred, the Administrative Agent shall, promptly after the Pledgor's request, execute, acknowledge and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement, all at the sole cost and expense of the Pledgor.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF, OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

EMPIRE OFFICE, INC.

By: 

Name: Martin Hills

Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005421 FRAME: 0887

Accepted and Agreed:


JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 
Name: Raymond P. Darcy
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement]

SCHEDULE I
TRADEMARKS

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Empire Office, Inc.	85865926	EMPIRE
		
Empire Office, Inc.	85866064	
Empire Office, Inc.	85866122	EMPIRE AUTOMOTIVE

Common Law Trademarks:

<u>OWNER</u>	<u>TRADEMARK</u>
Empire Office, Inc.	EMPIRE
	
Empire Office, Inc.	
Empire Office, Inc.	EMPIRE AUTOMOTIVE