

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norcom, Inc.		04/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4826921	EXCEED	
Registration Number:	3841438	NORCOM BASIC LOOSE LEAF	
Registration Number:	3933548	· GO GREEN · BASIC · NOTEBOOK ·	
Registration Number:	3929932	ECOTEC	
Registration Number:	3929918	ECO TEC	
Registration Number:	3530788	EXCEED	
Registration Number:	3686815	BIG WIRE	
Registration Number:	2529841	WORKFORCE	
Registration Number:	2478022	NORCOM	
Registration Number:	2498116	TOOLS FOR KNOWLEDGE	
Registration Number:	2270090	OMNI	
Registration Number:	1955420	CAMPUS COLLECTION	
Registration Number:	1148882	NORCOM	
Serial Number:	86572206	COLORZ	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		

OP \$365.00 4826921

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1403.108

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 05/05/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of April 29, 2016, is made by **NORCOM, INC.**, a Delaware corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee").

WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Second Amended and Restated Loan and Security Agreement, dated as of May 20, 2011 (as the same has been or may be amended or otherwise modified from time to time, the "Loan Agreement") providing for extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Whenever in this Agreement reference is made to Grantee, Secured Party or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, Secured Parties and their successors and assigns.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORCOM, INC.

By: 

Name: H. Ross Arnold III

Title: Chairman

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.,
as Agent

By: *Douglas Cowan*
Name: Douglas Cowan
Title: Senior Vice President

SCHEDULE 1

Trademark Registrations

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
EXCEED	86545817	4826921	10/06/15
NORCOM BASIC LOOSE LEAF	77949029	3841438	08/31/10
· GO GREEN · BASIC · NOTEBOOK ·	77928748	3933548	03/22/11
ECOTEC	77926737	3929932	03/08/11
ECO TEC	77921214	3929918	03/08/11
EXCEED	77443298	3530788	11/11/08
BIG WIRE	77363978	3686815	09/22/09
WORKFORCE	76264406	2529841	01/15/02
NORCOM	76111532	2478022	08/14/01
TOOLS FOR KNOWLEDGE	76111071	2498116	10/16/01
OMNI	75020679	2270090	08/17/99
CAMPUS COLLECTION	74571274	1955420	02/06/96
NORCOM	73160386	1148882	03/24/81

Trademark Applications

MARK	SERIAL NUMBER	REGIS. NUMBER	FILE DATE
COLORZ	86572206	NA	03/22/15