

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPO COMMERCE, LLC		02/22/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3638023	CPO	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	02/24/2017		
Total Attachments: 4			
source=Essendant_ Executed Confirmatory Grant in Trademarks (CPO Commerce) (3).pdf#page1.tif			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of February 22, 2017 by and from CPO COMMERCE, LLC, an Illinois limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. ("JPMorgan"), in its capacity as administrative agent (the "Grantee") for itself and on behalf and for the benefit of the other Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Essendant Co., an Illinois corporation, Essendant Inc., a Delaware corporation, the other loan parties thereto, the lenders party thereto and the Grantee have entered into the Fifth Amended and Restated Credit Agreement dated as of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") which amends and restates in its entirety that certain Fourth Amended and Restated Five-Year Credit Agreement, dated as of July 8, 2013 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof), by and among certain grantors, JPMorgan and the lenders party thereto.

WHEREAS, the Grantor and the other grantors from time to time party thereto have entered into the Second Amended and Restated Pledge and Security Agreement dated as of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which amends and restates in its entirety that certain Amended and Restated Security Agreement, dated as of October 15, 2007 (as amended, restated supplemented, or otherwise modified from time to time prior to the date hereof), among the Grantor, other grantors from time to time party thereto and JPMorgan.

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered, with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the termination of the Credit Agreement and all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, such Letter of Credit has been cash collateralized as required by Section 2.06(j) of the Credit Agreement) other than contingent indemnification obligations as to which no claim has been made and no commitments of the Administrative Agent or the other Secured Parties which would give rise to any Secured Obligations are outstanding, the Grantee shall promptly execute, acknowledge, and deliver to

the Grantor all reasonably requested instruments in writing or otherwise releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

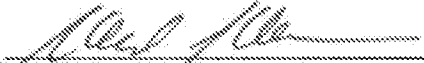
(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademark and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

CPO COMMERCE, LLC

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

Signature Page for Confirmatory Grant of
Security Interest

TRADEMARK
REEL: 005995 FRAME: 0831

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Status	Reg. No. / Application No.	Owner	Registration Date/ Application Filing Date
CPO	Registered	3,638,023	CPO COMMERCE LLC	6/16/2009