

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESSENDANT CO.		02/22/2017	Corporation: 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: 48			
Property Type	Number	Word Mark	
Registration Number:	3234856	ALERA	
Registration Number:	1496309	AZERTY	
Registration Number:	3397269	BOARDWALK	
Registration Number:	3687043	BOARDWALK	
Registration Number:	4994926	BOARDWALK	
Registration Number:	2429442	BOARDWALK	
Registration Number:	2116492	COMFORT GRIP	
Registration Number:	2492017		
Registration Number:	4818382	ESSENDANT	
Registration Number:	3247619	GALAXY	
Registration Number:	2571420		
Registration Number:	4385500	I LOVE COPY PAPER	
Registration Number:	3326145	INNOVERA	
Registration Number:	3324456	JAGUAR PLASTICS	
Registration Number:	2619155	LAGASSE	
Registration Number:	2587795	NED	
Registration Number:	4998314	NERATOLI	
Registration Number:	3348288	OFFICE IMPRESSIONS	
Registration Number:	4404631	PAPER FOR THE PEOPLE	

CH \$1215.00 3234856

Property Type	Number	Word Mark
Registration Number:	3062671	PAPERRAP
Registration Number:	3306730	PERFECTLY PRACTICAL
Registration Number:	3256063	PREMIERE PADS
Registration Number:	2614572	THE BIGGEST BOOK
Registration Number:	3306757	U
Registration Number:	3306731	U
Registration Number:	1637064	UNILINK
Registration Number:	2004776	UNISAN
Registration Number:	2010540	UNISAN
Registration Number:	2486918	UNITED STATIONERS
Registration Number:	1118921	UNITED STATIONERS
Registration Number:	1249235	UNITED STATIONERS
Registration Number:	1514147	UNITED STATIONERS
Registration Number:	3250457	UNIVERSAL
Registration Number:	3357434	UNIVERSAL
Registration Number:	4617934	UNIVERSAL ONE
Registration Number:	2609037	WEBScore
Registration Number:	2544665	WINDSOFT
Serial Number:	86568664	ESSENDANT
Serial Number:	86538467	BEYOND ESSENTIAL
Serial Number:	86480848	BOARDWALK
Serial Number:	86884356	BOARDWALK
Serial Number:	87033700	ELUSION
Serial Number:	86568623	ESSENDANT
Serial Number:	86798115	LAGASSE
Serial Number:	86798136	ORS NASCO
Serial Number:	87264003	POWERING POSSIBILITIES
Serial Number:	86859270	THE UNCOMMON PLATFORM
Serial Number:	86798095	UNITED STATIONERS

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: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

TRADEMARK

REEL: 005996 FRAME: 0308

ATTORNEY DOCKET NUMBER:	36084-30026
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	02/24/2017

Total Attachments: 6

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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 ESSENDANT CO., an Illinois corporation (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, Grantor, 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 (as successor-in-interest to United Stationers Supply Co. and Lagasse Inc.) is party to that certain Amended and Restated Trademark Security Agreement, dated as of October 15, 2007, by and among JPMorgan, United Stationers Supply Co. and Lagasse Inc. (as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Existing Intellectual Property Security Agreement").

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.

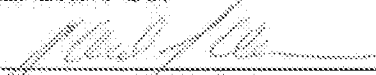
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Amendment and Restatement. It is the express intent of the parties hereto that this Confirmatory Grant be merely an amendment and restatement of the Existing Intellectual Property Security Agreement and not constitute a novation of the obligations thereunder. Upon the effectiveness of this Confirmatory Grant, on and after the date hereof, each reference in any other Loan Document to the Existing Intellectual Property Security Agreement (including any reference therein to "Intellectual Property Security Agreements," "thereunder," "thereof," "therein" or words of like import thereto) shall mean and be a reference to this Confirmatory Grant.

5) 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.

ESSENDANT CO.

By:  _____

Name: Robert J. Kelderhouse

Title: Vice President and Treasurer

Signature Page for Confirmatory Grant of
Security Interest

TRADEMARK
REEL: 005996 FRAME: 0312

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
ESSENDANT Word Mark	Pending	86/568664	ESSENDANT CO.	3/18/2015
ALERA	Registered	3,234,856	ESSENDANT CO.	4/24/2007
AZERTY	Registered	1,496,309	ESSENDANT CO.	7/12/1988
BEYOND ESSENTIAL	Pending	86/538467	ESSENDANT CO.	2/18/2015
BOARDWALK	Registered	3,397,269	ESSENDANT CO.	3/18/2008
BOARDWALK	Registered	3,687,043	ESSENDANT CO.	9/22/2009
BOARDWALK	Pending	86/480848	ESSENDANT CO.	12/15/2014
BOARDWALK	Pending	86/884356	ESSENDANT CO.	1/23/2016
BOARDWALK	Registered	4,994,926	ESSENDANT CO.	7/5/2016
BOARDWALK and Design	Registered	2,429,442	ESSENDANT CO.	2/20/2001
COMFORT GRIP	Registered	2,116,492	ESSENDANT CO.	11/25/1997
ELUSION	Pending	87/033700	ESSENDANT CO.	5/11/2016
ENVELOPE Design Only	Registered	2,492,017	ESSENDANT CO.	9/25/2001
ESSENDANT	Registered	4,818,382	ESSENDANT CO.	9/22/2015
ESSENDANT Stylized A	Pending	86/568623	ESSENDANT CO.	3/18/2015
GALAXY	Registered	3,247,619	ESSENDANT CO.	5/29/2007
HANDS AND BOX Design Only	Registered	2,571,420	ESSENDANT CO.	5/21/2002
I LOVE COPY PAPER	Registered	4,385,500	ESSENDANT CO.	8/13/2013
INNOVERA	Registered	3,326,145	ESSENDANT CO.	10/30/2007
JAGUAR PLASTICS	Registered	3,324,456	ESSENDANT CO.	10/30/2007
LAGASSE	Pending	86/798115	ESSENDANT CO.	10/23/2015

Mark	Status	Reg. No. / Application No.	Owner	Registration Date/ Application Filing Date
LAGASSE	Registered	2,619,155	ESSENDANT CO.	9/10/2002
NED	Registered	2,587,795	ESSENDANT CO.	7/2/2002
NERATOLI	Registered	4,998,314	ESSENDANT CO.	7/12/2016
OFFICE IMPRESSIONS	Registered	3,348,288	ESSENDANT CO.	12/4/2007
ORS NASCO	Pending	86/798136	ESSENDANT CO.	10/23/2015
PAPER FOR THE PEOPLE	Registered	4,404,631	ESSENDANT CO.	9/17/2013
PAPERRAP	Registered	3,062,671	ESSENDANT CO.	2/28/2006
PERFECTLY PRACTICAL	Registered	3,306,730	ESSENDANT CO.	10/9/2007
POWERING POSSIBILITIES	Pending	87/264003	ESSENDANT CO.	12/9/2016
PREMIERE PADS	Registered	3,256,063	ESSENDANT CO.	6/26/2007
THE BIGGEST BOOK	Registered	2,614,572	ESSENDANT CO.	9/3/2002
The UNCOMMON PLATFORM	Pending	86/859270	ESSENDANT CO.	12/28/2015
U and Design	Registered	3,306,757	ESSENDANT CO.	10/9/2007
U Stylized Letters	Registered	3,306,731	ESSENDANT CO.	10/9/2007
UNILINK	Registered	1,637,064	ESSENDANT CO.	3/5/1991
UNISAN	Registered	2,004,776	ESSENDANT CO.	10/1/1996
UNISAN	Registered	2,010,540	ESSENDANT CO.	10/22/1996
UNITED STATIONERS	Pending	86/798095	ESSENDANT CO.	10/23/2015
UNITED STATIONERS	Registered	2,486,918	ESSENDANT CO.	9/11/2001
UNITED STATIONERS and Design	Registered	1,118,921	ESSENDANT CO.	5/22/1979
UNITED STATIONERS and Design	Registered	1,249,235	ESSENDANT CO.	8/23/1983
UNITED STATIONERS and Design	Registered	1,514,147	ESSENDANT CO.	11/22/1988
UNIVERSAL	Registered	3,250,457	ESSENDANT CO.	6/12/2007
UNIVERSAL	Registered	3,357,434	ESSENDANT CO.	12/18/2007

Mark	Status	Reg. No. / Application No.	Owner	Registration Date/ Application Filing Date
UNIVERSAL ONE	Registered	4,617,934	ESSENDANT CO.	10/7/2014
WEBScore	Registered	2,609,037	ESSENDANT CO.	8/20/2002
WINDSOFT	Registered	2,544,665	ESSENDANT CO.	3/5/2002