

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CompuCom Systems, Inc.		11/08/2017	Corporation: DELAWARE
OfficeMax North America, Inc.		11/08/2017	Corporation: OHIO
OMX, Inc.		11/08/2017	Corporation: NEVADA
The Office Club, Inc.		11/08/2017	Corporation: CALIFORNIA
4Sure.com, Inc.		11/08/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC, as Collateral Agent
Street Address:	200 West St.
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 102

Property Type	Number	Word Mark
Registration Number:	2906326	CAREGUARD
Registration Number:	2904392	CLIENTLINK
Registration Number:	2009544	CLIENTLINK
Registration Number:	3789043	COMPUCOM
Registration Number:	1782941	COMPUCOM
Registration Number:	1784614	COMPUCOM
Registration Number:	2190251	EXCELL
Registration Number:	3786541	IIM
Registration Number:	3786540	IIMV3
Registration Number:	2063642	MOSAIC OA
Registration Number:	1461907	PINNACLE
Registration Number:	1467740	PINNACLE
Registration Number:	1478460	PINNACLE PLUS
Registration Number:	4658435	SOLUTION CAFÉ
Registration Number:	5013732	SOLUTION CAFE

OP \$2565.00 2906326

Property Type	Number	Word Mark
Registration Number:	2927155	INTERFORM COMMERCIAL INTERIORS
Registration Number:	2892414	INTERFORM COMMERCIAL INTERIORS
Registration Number:	2892413	INTERFORM
Registration Number:	5237765	DIVOGA
Registration Number:	4851866	HIGHMARK
Registration Number:	4082803	
Registration Number:	3996987	AMERICA SAVES
Registration Number:	4106932	SCHOOLIO
Registration Number:	4540327	WORKPRO
Registration Number:	4557275	TUL
Registration Number:	4355240	WE'VE GOT YOUR INK
Registration Number:	4259946	ENGAGE
Registration Number:	4191188	SCHOOLIO
Registration Number:	4099677	4WRK
Registration Number:	3243773	OFFICEMAX
Registration Number:	3210546	OFFICEMAX
Registration Number:	3765541	TUL
Registration Number:	3146940	TUL
Registration Number:	3370886	OFFICEMAX IMPRESS
Registration Number:	3271749	OM WORKSPACE
Registration Number:	3955869	JUST BASICS
Registration Number:	3817918	BRENTON STUDIO
Registration Number:	3701666	OFFICEMAX
Registration Number:	4109316	JUST BASICS
Registration Number:	3864923	INFUSE
Registration Number:	3726219	DIVOGA
Registration Number:	3712837	[IN]PLACE
Registration Number:	3573071	CTRL CENTER
Registration Number:	4194860	ASCEND
Registration Number:	3938290	VIRTUO
Registration Number:	3444901	ELF YOURSELF
Registration Number:	3501057	A DAY MADE BETTER
Registration Number:	3343698	OFFICEMAX ADVANTAGE
Registration Number:	2776287	
Registration Number:	2683472	MAXPERKS
Registration Number:	2114795	OFFICEMAX
Registration Number:	2090302	MAXASSURANCE
Registration Number:	1958637	FURNITUREMAX

Property Type	Number	Word Mark
Registration Number:	1882152	MAXBRITE
Registration Number:	2446611	COPYMAX
Registration Number:	1924046	DIRECTMAX PLUS
Registration Number:	1836359	MAXPERKS
Registration Number:	1715669	OFFICEMAX
Registration Number:	1511330	OFFICEMAX
Registration Number:	1280107	COPIMAX
Registration Number:	5282342	WORKSPACE INTERIORS BY OFFICE DEPOT
Registration Number:	5206390	GREATCONNECTIONS
Registration Number:	5168554	COMMITTED TO LEARNING ONE STUDENT AT A T
Registration Number:	5162963	PENCIL TALK
Registration Number:	4937934	GEARCENTRIC
Registration Number:	4917661	CARDFOLIO
Registration Number:	4830399	GEAR UP FOR GREAT
Registration Number:	4698203	REALSPACE
Registration Number:	4572408	OD
Registration Number:	4534876	F
Registration Number:	3931154	FORAY STYLEMARK
Registration Number:	3928627	FORAY ONPOINT
Registration Number:	3928624	FORAY GELIO
Registration Number:	3928622	FORAY ROLLÉ
Registration Number:	4549991	PRINTIQ
Registration Number:	4506324	KINDNESS STICKS
Registration Number:	4393521	OD
Registration Number:	4451866	OFFICE DEPOT BUSINESS SELECT
Registration Number:	4481660	OFFICE DEPOT BUSINESS SELECT
Registration Number:	4184218	MODOFFICE
Registration Number:	4411400	OFFICE DEPOT REWARDS
Registration Number:	3104031	ATIVA
Registration Number:	3147848	FORAY
Registration Number:	4154493	IE
Registration Number:	4154492	IE
Registration Number:	4485410	OFFICE DEPOT MEDICAL SOLUTIONS
Registration Number:	3645703	ATIVA
Registration Number:	3702581	REALSPACE SOHO
Registration Number:	3693282	REALSPACE
Registration Number:	3546376	OFFICE DEPOT FOUNDATION
Registration Number:	3105571	OFFICE DEPOT

Property Type	Number	Word Mark
Registration Number:	3043471	THE GREEN BOOK
Registration Number:	2480667	EXECUTIVE SUITE
Registration Number:	1449065	OFFICE DEPOT
Registration Number:	3017204	ENVIROCOPY
Registration Number:	2659506	OFFICE DEPOT
Registration Number:	1939705	OFFICE DEPOT
Registration Number:	2919969	TECHDEPOT
Registration Number:	2430090	4SURE.COM AND DESIGN
Registration Number:	2430053	4SURE
Registration Number:	2384074	COMPUTERS4SURE
Serial Number:	87396666	SMARTDESK SOLUTION

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/08/2017

Total Attachments: 17

source=07. Office Depot - Trademark Security Agreement_#page1.tif
source=07. Office Depot - Trademark Security Agreement_#page2.tif
source=07. Office Depot - Trademark Security Agreement_#page3.tif
source=07. Office Depot - Trademark Security Agreement_#page4.tif
source=07. Office Depot - Trademark Security Agreement_#page5.tif
source=07. Office Depot - Trademark Security Agreement_#page6.tif
source=07. Office Depot - Trademark Security Agreement_#page7.tif
source=07. Office Depot - Trademark Security Agreement_#page8.tif
source=07. Office Depot - Trademark Security Agreement_#page9.tif
source=07. Office Depot - Trademark Security Agreement_#page10.tif
source=07. Office Depot - Trademark Security Agreement_#page11.tif
source=07. Office Depot - Trademark Security Agreement_#page12.tif
source=07. Office Depot - Trademark Security Agreement_#page13.tif
source=07. Office Depot - Trademark Security Agreement_#page14.tif
source=07. Office Depot - Trademark Security Agreement_#page15.tif
source=07. Office Depot - Trademark Security Agreement_#page16.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2017, (the "Trade-mark Security Agreement"), made by each of the undersigned Grantors (individually, a "Grantor," and, collectively, the "Grantors") in favor of Goldman Sachs Lending Partners LLC, as Collateral Agent for the benefit of the Credit Parties (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into as of November 8, 2017 by and between Office Depot, Inc., a Delaware corporation (the "Company"), and the other Persons listed on the signature pages thereof or that becomes a party thereto pursuant to a Joinder Agreement (each, including the Company, a "Grantor," and collectively, the "Grantors") and Goldman Sachs Lending Partners LLC, in its capacity as collateral agent for the Credit Parties (as defined in the Security Agreement);

NOW, THEREFORE, in consideration of the benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes, covenants and agrees with the Collateral Agent for the benefit of the Credit Parties as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Secured Obligations, each Grantor does hereby pledge and grant to the Collateral Agent, for the benefit of the Credit Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following personal and fixture property (and all rights therein) of such Grantor, or in which or to which such Grantor has any rights, in each case now existing or hereafter from time to time acquired (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) to the extent not included in clause (a) above, all Proceeds and products of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not extend to (x) any Trademark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such Trademark prior to the filing of a statement of use or amendment to allege use of such Trademark, if the grant of the security interest therein as contemplated by the Security Agreement would result in the unenforceability or invalidity of such Trademark application or the registration that issues therefrom; *provided*, that to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part, or (y) any other Excluded Assets.

SECTION 3. Security Agreement. The lien and security interest granted to the Collateral Agent, pursuant to this Trademark Security Agreement, is granted in conjunction with the lien and securi-

ty interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, which are subject to the terms of and provisions of the Intercreditor Agreement as described therein. In the event of any conflict between the terms of the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. After the Termination Date, this Trademark Security Agreement shall terminate and the Collateral Agent, at the request and sole expense of the respective Grantor, will (without recourse and without any representation or warranty) promptly execute and deliver to such Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Security Agreement, and will duly assign, transfer and deliver to such Grantor (without recourse and without any representation or warranty) such of the Pledged Trademark Collateral as may be in the possession of the Collateral Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Security Agreement. Any security interest in property created hereunder shall be automatically released as provided in Section 9.02(c) and Section 9.21 of the Credit Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

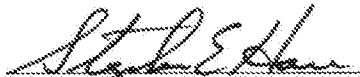
SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent, pursuant to this Trademark Security Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 8. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Grantors and the Collateral Agent. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement, or of any amendment or waiver of any provision of this Trademark Security Agreement, by telecopier or in "pdf" or similar format by electronic mail, shall be effective as delivery of an original executed counterpart thereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

OFFICE DEPOT, INC., as a Grantor

By: 
Name: Stephen E. Hare
Title: Executive Vice President and Chief
Financial Officer

GRANTORS:

LINCOLN MERGER SUB TWO, LLC
BIZMART, INC.
BIZMART (TEXAS), INC.
EDEPOT, LLC
MAPLEBY HOLDINGS MERGER
CORPORATION
OD INTERNATIONAL, INC.
OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
OFFICEMAX CORP.
OFFICEMAX INCORPORATED
OFFICEMAX NORTH AMERICA, INC.
OFFICEMAX SOUTHERN COMPANY
OMX, INC.
PICABO HOLDINGS, INC.
THE OFFICE CLUB, INC.
VIKING OFFICE PRODUCTS, INC.
4SURE.COM, INC.
SOLUTIONS4SURE.COM, INC.
MINIDOKA PAPER COMPANY

By: _____
Name: Richard Leland
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

OFFICE DEPOT, INC., as a Grantor

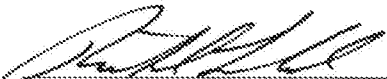
By:

Name: Stephen E. Hare
Title: Executive Vice President and Chief
Financial Officer

GRANTORS:

LINCOLN MERGER SUB TWO, LLC
BIZMART, INC.
BIZMART (TEXAS), INC.
EDEPOT, LLC
MAPLEBY HOLDINGS MERGER
CORPORATION
OD INTERNATIONAL, INC.
OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
OFFICEMAX CORP.
OFFICEMAX INCORPORATED
OFFICEMAX NORTH AMERICA, INC.
OFFICEMAX SOUTHERN COMPANY
OMX, INC.
PICABO HOLDINGS, INC.
THE OFFICE CLUB, INC.
VIKING OFFICE PRODUCTS, INC.
4SURE.COM, INC.
SOLUTIONS4SURE.COM, INC.
MINIDOKA PAPER COMPANY

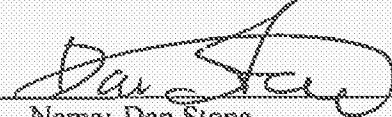
By:


Name: Richard Leland
Title: Vice President and Treasurer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006199 FRAME: 0935

COMPUCOM SYSTEMS HOLDING LLC

By: 
Name: Dan Stone
Title: President and Chief Executive
Officer

COMPUCOM SYSTEMS, INC.

By: _____
Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer

COMPUCOM PUERTO RICO, LLC

By: 
Name: Dan Stone
Title: President

COMPUCOM FINANCE, INC.

By: _____
Name: Mark Middel
Title: Vice President and Treasurer

COMPUCOM SUPER HOLDINGS LLC

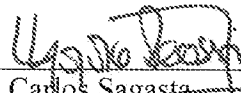
By: _____
Name: Carlos Sagasta
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

COMPUCOM SYSTEMS HOLDING LLC

By: _____
Name: Dan Stone
Title: President and Chief Executive
Officer

COMPUCOM SYSTEMS, INC.

By:  _____
Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer

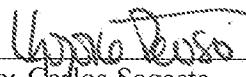
COMPUCOM PUERTO RICO, LLC

By: _____
Name: Dan Stone
Title: President

COMPUCOM FINANCE, INC.

By: _____
Name: Mark Middel
Title: Vice President and Treasurer

COMPUCOM SUPER HOLDINGS LLC

By:  _____
Name: Carlos Sagasta
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

COMPUCOM SYSTEMS HOLDING LLC

By: _____

Name: Dan Stone
Title: President and Chief Executive
Officer

COMPUCOM SYSTEMS, INC.

By: _____

Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer


COMPUCOM PUERTO RICO, LLC

By: _____

Name: Dan Stone
Title: President

COMPUCOM FINANCE, INC.

By: _____



Name: Mark Middel
Title: Vice President and Treasurer

COMPUCOM SUPER HOLDINGS LLC

By: _____

Name: Carlos Sagasta
Title: Chief Financial Officer

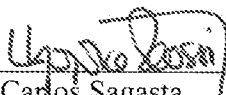
COMPUCOM INTERMEDIATE HOLDINGS
INC.

By: 
Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer

LNS TECHNOLOGIES, INC.

By: _____
Name: Paul O. Gagnier
Title: Senior Vice President

CSI FUNDING INC.

By: 
Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer

COMPUCOM SYSTEMS FEDERAL, INC.

By: _____
Name: Don Doctor
Title: President and Chief Executive
Officer

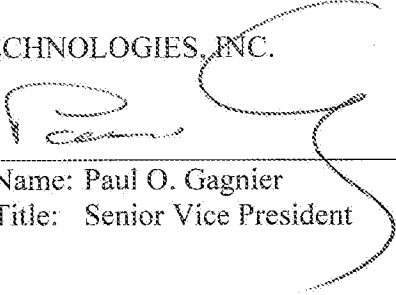
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006199 FRAME: 0939

COMPUCOM INTERMEDIATE HOLDINGS
INC.

By: _____
Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer

LNS TECHNOLOGIES, INC.

By: 

Name: Paul O. Gagnier
Title: Senior Vice President

CSI FUNDING INC.

By: _____
Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer

COMPUCOM SYSTEMS FEDERAL, INC.

By: _____
Name: Don Doctor
Title: President and Chief Executive
Officer

[Signature Page to Trademark Security Agreement]

COMPUCOM INTERMEDIATE HOLDINGS
INC.

By: _____
Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer


LNS TECHNOLOGIES, INC.

By: _____
Name: Paul O. Gagnier
Title: Senior Vice President

CSI FUNDING INC.

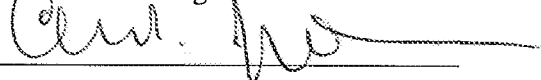
By: _____
Name: Carlos Sagasta
Title: Senior Vice President and Chief
Financial Officer

COMPUCOM SYSTEMS FEDERAL, INC.

By:  _____
Name: Don Doctor
Title: President and Chief Executive
Officer

Accepted and Agreed to:

GOLDMAN SACHS LENDING PARTNERS LLC, as
Assignee and Collateral Agent

By: 

Name:

Title:

Charles D. Johnston
Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006199 FRAME: 0942

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:¹⁷

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
CompuCom Systems, Inc	2906326	CAREGUARD
CompuCom Systems, Inc	2904392	CLIENTLINK
CompuCom Systems, Inc	2009544	CLIENTLINK
CompuCom Systems, Inc	3789043	COMPUCOM
CompuCom Systems, Inc	1782941	COMPUCOM
CompuCom Systems, Inc	1784614	COMPUCOM
CompuCom Systems, Inc	2190251	EXCELL and Design 
CompuCom Systems, Inc	3786541	IIM
CompuCom Systems, Inc	3786540	IIMV3
CompuCom Systems, Inc	2063642	MOSAIC OA
CompuCom Systems, Inc	1461907	PINNACLE
CompuCom Systems, Inc	1467740	PINNACLE
CompuCom Systems, Inc	1478460	PINNACLE PLUS
CompuCom Systems, Inc	4658435	SOLUTION CAFÉ
CompuCom Systems, Inc	5013732	SOLUTION CAFE and Design
OfficeMax North America, Inc.	2927155	INTERFORM COMMERCIAL INTERIORS
OfficeMax North America, Inc.	2892414	INTERFORM COMMERCIAL INTERIORS
OfficeMax North America, Inc.	2892413	INTERFORM
OMX, Inc. ¹⁸	5237765	DIVOGA

¹⁷ Outstanding liens: Citibank, N.A. security interest executed and recorded 5/9/2013 at reel/frame 5024/0272.

¹⁸ Outstanding liens: JPMorgan Chase Bank, N.A. security interest executed 1/12/2016 and recorded

OWNER	REGISTRATION NUMBER	TRADEMARK
OMX, Inc.	4851866	HIGHMARK
OMX, Inc.	4082803	DESIGN ONLY
OMX, Inc.	3996987	AMERICA SAVES
OMX, Inc.	4106932	SCHOOLIO
OMX, Inc.	4540327	WORKPRO
OMX, Inc.	4557275	TUL
OMX, Inc.	4355240	WE'VE GOT YOUR INK
OMX, Inc.	4259946	ENGAGE
OMX, Inc.	4191188	SCHOOLIO
OMX, Inc.	4099677	4WRK
OMX, Inc.	3243773	OFFICEMAX
OMX, Inc.	3210546	OFFICEMAX
OMX, Inc.	3765541	TUL
OMX, Inc.	3146940	TUL
OMX, Inc.	3370886	OFFICEMAX IMPRESS
OMX, Inc.	3271749	OM WORKSPACE
OMX, Inc.	3955869	JUST BASICS
OMX, Inc.	3817918	BRENTON STUDIO
OMX, Inc.	3701666	OFFICEMAX
OMX, Inc.	4109316	JUST BASICS
OMX, Inc.	3864923	INFUSE
OMX, Inc.	3726219	DIVOGA
OMX, Inc.	3712837	[IN]PLACE
OMX, Inc.	3573071	CTRL CENTER
OMX, Inc.	4194860	ASCEND
OMX, Inc.	3938290	VIRTUO
OMX, Inc.	3444901	ELF YOURSELF
OMX, Inc.	3501057	A DAY MADE BETTER
OMX, Inc.	3343698	OFFICEMAX ADVANTAGE
OMX, Inc.	2776287	DESIGN ONLY

1/29/2016 at reel/frame 5720/0330; U.S. Bank National Association security interest executed 1/12/2016 and recorded 1/29/2016 at reel/frame 5719/0884; JPMorgan Chase Bank, N.A. security agreement executed 11/22/2013 and recorded 11/26/2013 at reel/frame 5161/0654; JPMorgan Chase Bank, N.A. security interest executed 7/30/2014 and recorded 8/5/2014 at reel/frame 5337/0475.

OWNER	REGISTRATION NUMBER	TRADEMARK
OMX, Inc.	2683472	MAXPERKS
OMX, Inc.	2114795	OFFICEMAX
OMX, Inc.	2090302	MAXASSURANCE
OMX, Inc.	1958637	FURNITUREMAX
OMX, Inc.	1882152	MAXBRITE
OMX, Inc.	2446611	COPYMAX
OMX, Inc.	1924046	DIRECTMAX PLUS
OMX, Inc.	1836359	MAXPERKS
OMX, Inc.	1715669	OFFICEMAX
OMX, Inc.	1511330	OFFICEMAX
OMX, Inc.	1280107	COPIMAX
The Office Club, Inc. ¹⁹	5282342	WORKSPACE INTERIORS BY OFFICE DEPOT
The Office Club, Inc.	5206390	GREATCONNECTIONS
The Office Club, Inc.	5168554	COMMITTED TO LEARNING ONE STUDENT AT A TIME
The Office Club, Inc.	5162963	PENCIL TALK

¹⁹ Outstanding liens: JPMorgan Chase Bank, N.A. security interest executed and recorded 7/19/2016 at reel/frame 5837/0557; U.S. Bank National Association security interest executed 7/15/2016 and recorded 7/18/2016 at reel/frame 5836/0028; JPMorgan Chase Bank, N.A. security agreement executed 4/20/2015 and recorded 4/30/2015 at reel/frame 5507/0227; U.S. Bank National Association security interest executed 4/20/2015 and recorded 4/30/2015 at reel/frame 5507/0320; JPMorgan Chase Bank, N.A. security interest executed 4/6/2016 and recorded 4/14/2016 at reel/frame 5771/0183; and U.S. Bank National Association security interest executed 4/6/2016 and recorded 4/14/2016 at reel/frame 5771/0237; JPMorgan Chase Bank, N.A. security interest executed 1/12/2016 and recorded 1/29/2016 at reel/frame 5719/0898; and U.S. Bank National Association security interest executed 1/12/2016 and recorded 1/29/2016 at reel/frame 5719/0981; JPMorgan Chase Bank security interest executed 7/30/2014 and recorded 8/5/2014 at reel/frame 5337/0388; and U.S. Bank National Association security interest executed 7/30/2014 and recorded 8/5/2014 at reel/frame 5337/0445; JPMorgan Chase Bank, N.A. security interest executed 3/14/2012 and recorded 4/27/2012 at reel/frame 4765/0781; U.S. Bank National Association security agreement executed 10/25/2012 and recorded 10/29/2012 at reel/frame 4895/0235; JPMorgan Chase Bank, N.A. security agreement executed 10/25/2012 and recorded 10/29/2012 at reel/frame 4895/0242; U.S. Bank National Association security interest executed 10/25/2012 and recorded 11/1/2012 at reel/frame 4905/0390; JPMorgan Chase Bank, N.A. security interest executed 10/25/2012 and recorded 11/1/2012 at reel/frame 4905/0397; U.S. Bank National Association security interest executed 7/31/2012 and recorded 8/6/2012 at reel/frame 4836/0881; JPMorgan Chase Bank, N.A. security interest executed 8/3/2012 and recorded 8/6/2012 at reel/frame 4836/0914; JPMorgan Chase Bank, N.A. security interest executed 10/16/2013 and recorded 10/22/2013 at reel/frame 5135/0302; U.S. Bank National Association security interest executed 10/16/2013 and recorded 10/22/2013 at reel/frame 5135/0309; JPMorgan Chase Bank, N.A. security interest executed 2/14/2014 and recorded 2/19/2014 at reel/frame 5219/0467.

OWNER	REGISTRATION NUMBER	TRADEMARK
The Office Club, Inc.	4937934	GEARCENTRIC
The Office Club, Inc.	4917661	CARDFOLIO
The Office Club, Inc.	4830399	GEAR UP FOR GREAT
The Office Club, Inc.	4698203	REAL SPACE
The Office Club, Inc.	4572408	OD
The Office Club, Inc.	4534876	F
The Office Club, Inc.	3931154	FORAY STYLEMARK
The Office Club, Inc.	3928627	FORAY ONPOINT
The Office Club, Inc.	3928624	FORAY GELIO
The Office Club, Inc.	3928622	FORAY ROLLE
The Office Club, Inc.	4549991	PRINTIQ
The Office Club, Inc.	4506324	KINDNESS STICKS
The Office Club, Inc.	4393521	OD
The Office Club, Inc.	4451866	OFFICE DEPOT BUSINESS SELECT
The Office Club, Inc.	4481660	OFFICE DEPOT BUSINESS SELECT
The Office Club, Inc.	4184218	MODOFFICE
The Office Club, Inc.	4411400	OFFICE DEPOT REWARDS
The Office Club, Inc.	3104031	ATIVA
The Office Club, Inc.	3147848	FORAY
The Office Club, Inc.	4154493	IE
The Office Club, Inc.	4154492	IE
The Office Club, Inc.	4485410	OFFICE DEPOT MEDICAL SOLUTIONS
The Office Club, Inc.	3645703	ATIVA
The Office Club, Inc.	3702581	REAL SPACE SOHO
The Office Club, Inc.	3693282	REAL SPACE
The Office Club, Inc.	3546376	OPFFICE DEPOT FOUNDATION
The Office Club, Inc.	3105571	OFFICE DEPOT
The Office Club, Inc.	3043471	THE GREEN BOOK
The Office Club, Inc.	2480667	EXECUTIVE SUITE
The Office Club, Inc.	1449065	OFFICE DEPOT
The Office Club, Inc.	3017204	ENVIROCOPY
The Office Club, Inc.	2659506	OFFICE DEPOT
The Office Club, Inc.	1939705	OFFICE DEPOT
The Office Club, Inc.	2919969	TECHDEPOT

OWNER	REGISTRATION NUMBER	TRADEMARK
4Sure.com, Inc. ²⁰	2430090	4SURE.COM AND DESIGN
4Sure.com, Inc.	2430053	4SURE
4Sure.com, Inc.	2384074	COMPUTERS4SURE

SEE ALSO ATTACHED.

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
COMPUCOM SYSTEMS, INC.	87396666	SMARTDESK SOLUTION

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
CompuCom Systems, Inc.	NE 1652558	Nebraska	DATAFLEX

Applications:

None.

²⁰ Outstanding lien: JPMorgan Chase Bank, N.A. security interest executed 3/14/2012 and recorded 4/27/2012 at reel/frame 4765/0781.

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. CompuCom Systems, Inc.
- 2. OfficeMax North America, Inc.
- 3. OMX, Inc.
- 4. The Office Club, Inc.
- 5. 4Sure.com, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. OH; 3. NV; 4. CA; 5. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 8, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Lending Partners LLC, as Collateral Agent

Street Address: 200 West St.

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

102

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 8, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK