

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMX, INC.		11/08/2017	Corporation:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	3146940	TUL	
Registration Number:	4557275	TUL	
Registration Number:	3765541	TUL	
Registration Number:	4355240	WE'VE GOT YOUR INK	
Registration Number:	4540327	WORKPRO	
Registration Number:	4082803		
Registration Number:	4191188	SCHOOLIO	
Registration Number:	4106932	SCHOOLIO	
Registration Number:	1511330	OFFICEMAX	
Registration Number:	3701666	OFFICEMAX	
Registration Number:	3243773	OFFICEMAX	
Registration Number:	3343698	OFFICEMAX ADVANTAGE	
Registration Number:	3370886	OFFICEMAX IMPRESS	
Registration Number:	3271749	OM WORKSPACE	
Registration Number:	1715669	OFFICEMAX	
Registration Number:	2114795	OFFICEMAX	
Registration Number:	3210546	OFFICEMAX	
Registration Number:	2090302	MAXASSURANCE	
Registration Number:	1882152	MAXBRITE	

CH \$1065.00 3146940

Property Type	Number	Word Mark
Registration Number:	2683472	MAXPERKS
Registration Number:	1836359	MAXPERKS
Registration Number:	3955869	JUST BASICS
Registration Number:	4109316	JUST BASICS
Registration Number:	3864923	INFUSE
Registration Number:	4851866	HIGHMARK
Registration Number:	1958637	FURNITUREMAX
Registration Number:	2776287	
Registration Number:	4259946	ENGAGE
Registration Number:	1280107	COPIMAX
Registration Number:	2446611	COPYMAX
Registration Number:	3573071	CTRL CENTER
Registration Number:	1924046	DIRECTMAX PLUS
Registration Number:	3726219	DIVOGA
Registration Number:	5237765	DIVOGA
Registration Number:	3444901	ELF YOURSELF
Registration Number:	3817918	BRENTON STUDIO
Registration Number:	4099677	4WRK
Registration Number:	3501057	A DAY MADE BETTER
Registration Number:	3996987	AMERICA SAVES
Registration Number:	4194860	ASCEND
Registration Number:	3712837	[IN]PLACE
Registration Number:	3938290	VIRTUO

CORRESPONDENCE DATA

Fax Number: 2127158100

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: 212-715-9100

Email: kltrademark@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Diane Torniali

SIGNATURE: /Diane Torniali/

DATE SIGNED: 11/27/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2017, (the "Trademark Security Agreement"), made by each of the undersigned Grantors (individually, an "Grantor", and, collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of the Lenders (in such capacity, the "Assignee" or the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Amended and Restated Security Agreement of even date herewith (as amended, modified, restated and/or supplemented 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 JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent (together with its successors in such capacity, the "Administrative Agent") for the Lenders (as defined in the Security Agreement) in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this Trademark 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 Assignee for the benefit of the Secured 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 the Secured Obligations, each Grantor does hereby pledge and grant to the Assignee, for the benefit of the Secured 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), 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 Assignee, pursuant to this Trademark Security Agreement, is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee 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 Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. After (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding, or the Pledged Trademark Collateral is otherwise released from the Liens in favor of the Administrative Agent in accordance with the Credit Agreement and/or Security Agreement, this Trademark Security Agreement shall terminate and the Administrative Agent, at the request and 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 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 Administrative Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement. Any security interest in property created hereunder shall be automatically released as provided in Section 9.23(d) 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 Assignee, 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.

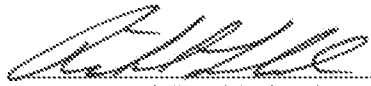
SECTION 8. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Grantors and the Assignee. 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.

OMX, INC., as Grantor

By:



Name: Richard Leland


Title: Vice President and Treasurer

{Signature Page to ABL Trademark Security Agreement -- OMX}

TRADEMARK
REEL: 006213 FRAME: 0302

Accepted and Agreed to:

JPMORGAN CHASE BANK, N.A.,
as Assignee and Administrative Agent

By: 
Name: Derrick Favel
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App/ Reg. No.</u>
OMX, Inc.	US	TUL	Registered	3146940
OMX, Inc.	US	TUL	Registered	4557275
OMX, Inc.	US	TUL	Registered	3765541
OMX, Inc.	US	WE'VE GOT YOUR INK LOGO	Registered	4355240
OMX, Inc.	US	WORKPRO	Registered	4540327
OMX, Inc.	US	RUBBER BAND BALL DESIGN	Registered	4082803
OMX, Inc.	US	SCHOOLIO	Registered	4191188
OMX, Inc.	US	SCHOOLIO	Registered	4106932
OMX, Inc.	US	OFFICEMAX	Registered	1511330
OMX, Inc.	US	OFFICEMAX	Registered	3701666
OMX, Inc.	US	OFFICEMAX (Stylized)	Registered	3243773
OMX, Inc.	US	OFFICEMAX ADVANTAGE	Registered	3343698
OMX, Inc.	US	OFFICEMAX IMPRESS	Registered	3370886
OMX, Inc.	US	OM WORKSPACE	Registered	3271749
OMX, Inc.	US	OFFICEMAX	Registered	1715669

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>
OMX, Inc.	US	OFFICEMAX	Registered	2114795
OMX, Inc.	US	OFFICEMAX	Registered	3210546
OMX, Inc.	US	MAXASSURANCE	Registered	2090302
OMX, Inc.	US	MAXBRITE	Registered	1882152
OMX, Inc.	US	MAXPERKS	Registered	2683472
OMX, Inc.	US	MAXPERKS	Registered	1836359
OMX, Inc.	US	JUST BASICS	Registered	3955869
OMX, Inc.	US	JUST BASICS	Registered	4109316
OMX, Inc.	US	INFUSE	Registered	3864923
OMX, Inc.	US	HIGHMARK	Registered	4851866
OMX, Inc.	US	FURNITUREMAX	Registered	1958637
OMX, Inc.	US	Ergonomic Design	Registered	2776287
OMX, Inc.	US	ENGAGE	Registered	4259946
OMX, Inc.	US	COPIMAX	Registered	1280107
OMX, Inc.	US	COPYMAX	Registered	2446611
OMX, Inc.	US	CTRL CENTER	Registered	3573071
OMX, Inc.	US	DIRECTMAXPLUS	Registered	1924046
OMX, Inc.	US	DIVOGA	Registered	3726219
OMX, Inc.	US	DIVOGA	Registered	5237765

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>
OMX, Inc.	US	ELF YOURSELF	Registered	3444901
OMX, Inc.	US	BRENTON STUDIO	Registered	3817918
OMX, Inc.	US	4WRK	Registered	4099677
OMX, Inc.	US	A DAY MADE BETTER	Registered	3501057
OMX, Inc.	US	AMERICA SAVES	Registered	3996987
OMX, Inc.	US	ASCEND	Registered	4194860
OMX, Inc.	US	[IN]PLACE	Registered	3712837
OMX, Inc.	US	VIRTUO	Registered	3938290