

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Office Products, LLC		06/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank, as Administrative Agent		
Street Address:	71 S. Wacker Drive, Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87784987	130 SERIES	
Serial Number:	87789849	ELLA	
Serial Number:	87805801	WINSTON LIFT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive, Suite 7100		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	06/06/2018		
Total Attachments: 4			
source=Short Form Trademark Security Agreement#page1.tif			
source=Short Form Trademark Security Agreement#page2.tif			
source=Short Form Trademark Security Agreement#page3.tif			

OP \$90.00 87784987

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 6, 2018, is made by Innovative Office Products, LLC, a Delaware limited liability company (the "Company"), in favor of TCF National Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to below ("Lenders").

RECITALS

WHEREAS, the Company, the other Obligors party thereto, the Administrative Agent and the Lenders are parties to a Credit Agreement dated as of January 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement which are used herein shall have the same meanings as are set forth in the Credit Agreement for such terms unless otherwise defined herein), pursuant to which the Lenders have agreed to make certain loans to the Company and the other Borrowers party thereto;

WHEREAS, the Company, the other Obligors party thereto and the Administrative Agent are parties to (a) an Amended and Restated Security Agreement dated as of June 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of January 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Company has granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by the Company and the other Obligors under the Credit Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof and all goodwill related thereto,

- (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

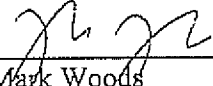
This security interest is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. The Company hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

INNOVATIVE OFFICE PRODUCTS, LLC

By: 
Name: Mark Woods
Title: Vice President and Secretary

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications:

<u>Obligor</u>	<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>
Innovative Office Products, LLC	130 SERIES	US	87784987	2/5/18
Innovative Office Products, LLC	ELLA	US	87789849	2/8/18
Innovative Office Products, LLC	WINSTON LIFT	US	87805801	2/21/18