

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Americas Office Source, Inc.		01/14/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC		
Street Address:	200 West St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3714074	DEALER MEMBER NETWORK AMERICA'S OFFICE S	
Registration Number:	3646318	DEALER MEMBER NETWORK PRIORITY OFFICE PR	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.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:	01/15/2019		
Total Attachments: 7			
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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):

Americas Office Source, Inc

- Individual(s)
- Partnership
- Corporation- State: FL
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 14, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Lending Partners LLC

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 I

B. Trademark Registration No.(s)

See Schedule I

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:

2

7. Total fee (37 CFR 2.6(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

Elaine Carrera

Name of Person Signing

January 15, 2019

Date

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 14, 2019, (the "Trademark Security Agreement"), made by the undersigned Grantor (the "Grantor") in favor of Goldman Sachs Lending Partners LLC, as Collateral Agent for the benefit of the Credit Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor has been made 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 the Grantor, the receipt and sufficiency of which are hereby acknowledged, the 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, the 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 the Grantor in, to and under all of the following personal and fixture property (and all rights therein) of the Grantor, or in which or to which the 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 the Grantor, including, without limitation, the registered and applied-for Trademarks of the 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 security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms 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. The 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 Grantor, will (without recourse and without any representation or warranty) promptly execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Security Agreement, and will duly assign, transfer and deliver to the 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 Grantor 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.

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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.

GRANTORS:

AMERICAS OFFICE SOURCE, INC

By:



Name: Richard Leland

Title: Vice President

[Signature Page to Trademark Security Agreement]

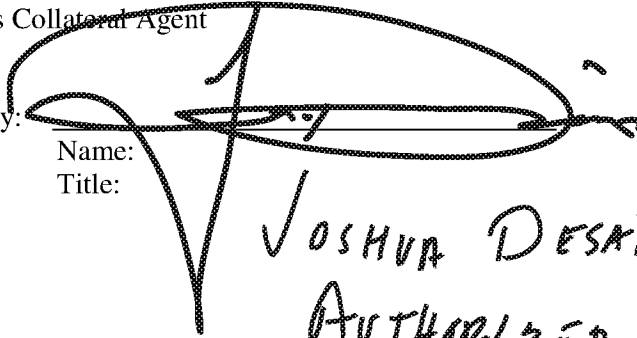
TRADEMARK
REEL: 006524 FRAME: 0619

Accepted and Agreed to:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:

Name:
Title:

A large, stylized handwritten signature in black ink, appearing to be 'Joshua Desai', written over the 'By:' and 'Name:' labels.



JOSHUA DESAI

AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006524 FRAME: 0620

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Americas Office Source, Inc	 DEALER MEMBER NETWORK AMERICA'S OFFICE SOURCE	77575847 09/22/2008	3714074 11/24/2009
Americas Office Source, Inc	 DEALER MEMBER NETWORK PRIORITY OFFICE PRODUCTS	77575870 09/22/2008	3646318 06/30/2009