

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506215

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AMERICAS OFFICE SOURCE, INC. | | 01/14/2019 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT | | |
| Street Address: | 10 S. DEARBORN ST. | | |
| Internal Address: | 7TH FLOOR | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: 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: | 6502515002 | | |
| <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: | (650) 251-5027 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | MARCELA ROBLEDO, ESQ. | | |
| Address Line 1: | SIMPSON THACHER & BARTLETT LLP | | |
| Address Line 2: | 2475 HANOVER STREET | | |
| Address Line 4: | PALO ALTO, CALIFORNIA 94304 | | |
| ATTORNEY DOCKET NUMBER: | 509265/1414 | | |
| NAME OF SUBMITTER: | MARCELA ROBLEDO | | |
| SIGNATURE: | /MR/ | | |
| DATE SIGNED: | 01/16/2019 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 14, 2019, (the “Trademark Security Agreement”), made by AMERICAS OFFICE SOURCE, INC, a Florida corporation (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of the Lenders (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Amended and Restated Security Agreement dated as of November 8, 2017 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”) by and between Office Depot, Inc., a Delaware corporation (the “Company”), and the other Persons listed on the signature pages thereof or that become a party thereto pursuant to a Joinder Agreement and the Administrative Agent for the Lenders (as defined in the Security Agreement) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark 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 Administrative Agent 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, the Grantor does hereby pledge and grant to the Administrative Agent, for the benefit of the Secured 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), 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 Administrative

Agent pursuant to this Trademark Security Agreement, is granted in conjunction with the lien and security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 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 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 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 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.

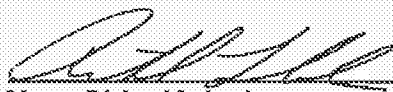
SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between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

AMERICAS OFFICE SOURCE, INC, as Grantor

By: 
Name: Richard Leland
Title: Vice President

[Signature Page to Trademark Security Agreement (JPM)]

TRADEMARK
REEL: 006527 FRAME: 0486

Accepted and Agreed to:

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

By: 
Name: Patrick Fravel
Title: Authorized Officer

SCHEDULE I

| OWNER | REGISTRATION NUMBER | DESCRIPTION |
|-----------------------------|----------------------------|---|
| Americas Office Source, Inc | 3714074 | DEALER MEMBER NETWORK AMERICA'S OFFICE SOURCE |
| Americas Office Source, Inc | 3646318 | DEALER MEMBER NETWORK PRIORITY OFFICE PRODUCTS |