

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497052

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION		02/28/2018	NATIONAL BANKING ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAPPY STUDIO, INC.		
<b>Street Address:</b>	500 Staples Drive		
<b>City:</b>	Framingham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01702		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	QUILL LINCOLNSHIRE, INC.		
<b>Street Address:</b>	500 Staples Drive		
<b>City:</b>	Framingham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01702		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	SCHOOLKIDZ.COM, LLC		
<b>Street Address:</b>	500 Staples Drive		
<b>City:</b>	Framingham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01702		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	STAPLES CONTRACT & COMMERCIAL, INC.		
<b>Street Address:</b>	500 Staples Drive		
<b>City:</b>	Framingham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01702		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	STAPLES, INC.		
<b>Street Address:</b>	500 Staples Drive		

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TRADEMARK

<b>City:</b>	Framingham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01702
<b>Entity Type:</b>	Corporation: MASSACHUSETTS
<b>Name:</b>	STAPLES BRANDS INC.
<b>Street Address:</b>	500 Staples Drive
<b>City:</b>	Framingham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01702
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2548175	GRADEREADY
<b>Registration Number:</b>	2188851	HELPING YOU MAKE THE GRADE!
<b>Registration Number:</b>	2724741	KINDERGARTEN WELCOME MAT
<b>Registration Number:</b>	2500309	KITS FOR KIDZ
<b>Registration Number:</b>	3585268	SCHOOLKIDZ
<b>Registration Number:</b>	2545360	SCHOOLKIDZ.COM
<b>Registration Number:</b>	2235790	TEACHER TAILORED
<b>Registration Number:</b>	2339302	TEACHER'SBEST

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900

*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.*

**Email:** susan.zablocki@kirkland.com

**Correspondent Name:** SUSAN ZABLOCKI

**Address Line 1:** KIRKLAND & ELLIS LLP

**Address Line 2:** 601 LEXINGTON AVENUE

**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	43520-1
<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	11/06/2018

**Total Attachments: 4**

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**PARTIAL RELEASE OF SECURITY INTEREST IN  
CERTAIN TRADEMARK COLLATERAL**

This RELEASE, dated as of February 28, 2018, is made by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent"), pursuant to the ABL Credit Agreement, dated as of September 12, 2017 (as amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Pledge and Security Agreement, dated as of September 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein have the meaning assigned to them in the Credit Agreement.

**WITNESSETH**

WHEREAS, **HAPPY STUDIO, INC.**, a Delaware corporation, **QUILL LINCOLNSHIRE, INC.**, a Delaware corporation, **SCHOOLKIDZ.COM, LLC**, a Delaware limited liability company, **STAPLES CONTRACT & COMMERCIAL, INC.**, a Delaware corporation, **STAPLES, INC.**, a Delaware corporation and **STAPLES BRANDS INC.**, a Delaware corporation (the "Grantors") and the Collateral Agent are parties to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantors executed the Intellectual Property Security Agreement, dated September 12, 2017 and recorded with the U.S. Patent and Trademark Office on September 15, 2017 at Reel 6155 Frame 0911 (the "Trademark Security Agreement"), pursuant to which the Grantors pledged and granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of their right, title and interest in and to the ABL Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, in connection with the divestiture of the business of providing products and solutions for schools, parent groups, businesses and organization currently operated by some of the Grantors under the "SchoolKidz" brand, the Collateral Agent has agreed to terminate and release its security interest in certain trademarks included in the ABL Collateral as specified in Schedule I hereto (such scheduled trademarks, the "Released Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

The Collateral Agent hereby RELEASES, without recourse, representation or warranty their security interest in all of the Released Trademarks, and REASSIGNS to the applicable Grantor(s), without recourse, representation or warranty all of its right, title and interest in, to and under the Released Trademarks of such Grantor. Nothing herein shall be deemed to constitute a release or discharge of the Collateral Agent's security interest in any other ABL Collateral, which security interest remains in full force and effect as of the date hereof.

The Collateral Agent agrees to provide the Grantor with any additional authorization reasonably necessary to effect the release of the Collateral Agent's security interest in the Released Trademarks.

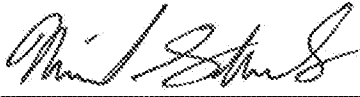
Except for the release of Released Trademarks specifically identified on Schedule I attached hereto, all terms and provisions of the Trademark Security Agreement shall remain in

full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted pursuant to the Trademark Security Agreement or the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Obligations (as defined in the Credit Agreement).**

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent**

By:   
Name: Michael Stavrakos  
Title: Vice President

**SCHEDULE I  
TO  
PARTIAL RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Status</b>	<b>Serial/ Registration No.</b>	<b>Registration Date</b>
GRADERREADY	Registered	2548175	12-Mar-2002
HELPING YOU MAKE THE GRADE!	Registered	2188851	15-Sep-1998
KINDERGARTEN WELCOME MAT	Registered	2724741	10-Jun-2003
KITS FOR KIDZ	Registered	2500309	23-Oct-2001
SCHOOLKIDZ	Registered	3585268	10-Mar-2009
SCHOOLKIDZ.COM	Registered	2545360	05-Mar-2002
TEACHER TAILORED	Registered	2235790	30-Mar-1999
TEACHER'S BEST	Registered	2339302	04-Apr-2000