

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRA - 5995/0828		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A.		01/31/2019	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CPO COMMERCE LLC		
<b>Street Address:</b>	120 W. Bellevue Drive		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91105		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3638023	CPO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	312-862-3837		
<b>Email:</b>	raza.siddiqui@kirkland.com		
<b>Correspondent Name:</b>	Raza Siddiqui		
<b>Address Line 1:</b>	300 N .LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	43520-10		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	01/31/2019		
<b>Total Attachments: 4</b>			
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**EXECUTION VERSION**

**RELEASE TRADEMARK SECURITY INTEREST**

**THIS RELEASE OF TRADEMARK SECURITY INTEREST** (this “Release”) is made as of January 31, 2019 (“Effective Date”) by JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties (the “Administrative Agent”), in favor of CPO COMMERCE, LLC, an Illinois limited liability company (the “Grantor”). All terms not herein defined, have the meanings set forth in the Credit Agreement referenced below.

**WHEREAS**, Essendant Co., an Illinois corporation, Essendant Inc., a Delaware corporation, the loan parties thereto, the lenders party thereto and the Administrative Agent have entered into the Fifth Amended and Restated Credit Agreement, dated as of February 22, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

**WHEREAS**, Grantor, the other grantors from time to time party thereto, and the Administrative Agent are parties to that certain Second Amended and Restated Pledge and Security Agreement, dated as of February 22, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), executed in order to secure the prompt and complete payment, observance and performance of all of the Obligations in accordance with the terms and conditions of the various loan documents;

**WHEREAS**, pursuant to the Security Agreement, the Grantor was required to execute and deliver a Confirmatory Grant of Security Interest in United States Trademarks, dated as of February 22, 2017 (the “Trademark Security Agreement”), to the Administrative Agent for purposes of filing with the United States Patent and Trademark Office (“USPTO”);

**WHEREAS**, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent on behalf of the Lenders, among other collateral as set forth therein, a continuing security interest in all of the Grantor’s right, title and interest, including goodwill in the trademarks, in, to and under the United States trademarks registrations and applications listed on the attached Schedule A (the “Trademarks”);

**WHEREAS**, the Trademark Security Agreement was recorded in the USPTO on February 24, 2017 at Reel/Frame 5995/0828; and

**WHEREAS**, the Administrative Agent wishes to release its security interest in the Trademarks.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges any security interest in and lien upon the Trademarks, and assigns, transfers, and conveys to the Grantor any and all right, title or interest in, or to, the Trademarks that the Administrative Agent may hold.

Administrative Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, the Administrative Agent has caused this Release to be executed, on behalf the Lenders, by its duly authorized representative effective as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By: 

Name: Hilda C. Carbajal

Title: Authorized Officer

Signature Page to Release of Confirmatory Grant -- Trademarks  
CPO Commerce, LLC

**TRADEMARK**  
**REEL: 006546 FRAME: 0114**

**SCHEDULE A**

Trademarks

Mark	Status	Reg. No. / Application No.	Owner	Registration Date/ Application Filing Date
<b>CPO</b>	Registered	3,638,023	CPO COMMERCE LLC	6/16/2009