

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deal Express LLC		05/17/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Discount Office Items, Inc.		
Street Address:	302 Industrial Drive		
City:	Columbus		
State/Country:	WISCONSIN		
Postal Code:	53925		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4556186	OFFICE SUPPLY KING	
Registration Number:	4787576	OFFICESUPPLY.COM	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	404.815.6500		
Email:	mcarson@ktslaw.com		
Correspondent Name:	Hannah Loo		
Address Line 1:	1100 Peachtree Street NE, Suite 2800		
Address Line 2:	Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1134016		
NAME OF SUBMITTER:	Michael Carson		
SIGNATURE:	/Michael Carson/		
DATE SIGNED:	05/17/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “*Agreement*”), dated as of May 17, 2019 (the “*Effective Date*”), is made and entered into by and between **DEAL EXPRESS LLC**, a Wisconsin limited liability company (“*Assignor*”), and **DISCOUNT OFFICE ITEMS, INC.**, a Wisconsin corporation (“*Assignee*”).

WHEREAS, Assignee, Office Depot, Inc., a Delaware corporation, and Timothy J. Horton, a Wisconsin resident, are parties to that certain Stock Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which Office Depot, Inc. will purchase from Assignee all of the issued and outstanding shares of Assignee;

WHEREAS, Assignor is the owner of certain trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “*Trademarks*”); and

WHEREAS, the Trademarks are used in the business of Assignee, and Assignor wishes to transfer, convey, assign, deliver and contribute to Assignee the Trademarks, and has agreed to execute and deliver this Assignment, for recording or filing as proof of transfer of ownership with the appropriate governmental or other authorities; and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title, and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Date, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Assignee, as fully and effectually as they would have been held by Assignor had this assignment not taken place.

2. Registration. Assignee will be entitled to register this Agreement at the relevant intellectual property offices. Assignor shall give Assignee any powers and authorization necessary for this purpose and, at the request of Assignee or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Assignee.

3. Further Action. Assignor and Assignee shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Agreement; provided, that, as between the parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be

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necessary to record and/or perfect Assignee's right, title and interest in and to the Trademarks (including, without limitation, with any applicable government), and for any and all costs, expenses and fees associated therewith.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to contracts made and performed in such state.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures exchanged by facsimile or other electronic means, will be fully binding on the parties, notwithstanding any decisional law to the contrary.

6. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any applicable law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.


DEAL EXPRESS LLC

By: Timothy Horton
Name: Timothy Horton
Title: President

DISCOUNT OFFICE ITEMS, INC.

By: Timothy Horton
Name: Timothy Horton
Title: President

**SCHEDULE A
TRADEMARKS**

Trademark	Owner	Status	Reg. No. Reg. Date	International Class/ Goods or Services
a. U.S. Trademarks				
OFFICE SUPPLY KING	Deal Express LLC	Registered Declaration of use due without late fee between June 24, 2019 – December 24, 2020	4,556,186 June 24, 2014	35 - Online retail store services featuring office supplies, office furniture, computer accessories, office machines and electronics, paper, ink and toner.
OFFICESUPPLY.COM 	Deal Express LLC	Registered Declaration of use due without late fee between August 4, 2020 – August 4, 2021	4,787,576 August 4, 2015	35 – On-line retail store services featuring office supplies, office furniture, computer accessories, office machines and electronics, paper, ink and toner.
b. Wisconsin Trademark				
DISCOUNTOFFICE.COM	Deal Express LLC	Registered	N/A	35 - Retail sale of office supplies.