

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STAPLES, INC.		04/16/2019	Corporation: DELAWARE
STAPLES BRANDS INC.		04/16/2019	Corporation: DELAWARE
QUILL LLC		04/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH
Street Address:	600 WASHINGTON BLVD., 9TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	U.S. SUBSIDIARY OF UBS AG: SWITZERLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5486043	STAPLES ANYTHING
Registration Number:	5460447	STAPLES IT'S PRO TIME
Registration Number:	5460446	IT'S PRO TIME
Registration Number:	5341151	VIKING OFFICE PRODUCTS
Registration Number:	5341150	VIKING
Registration Number:	4299884	HMI BUYING GROUP
Registration Number:	3402857	MAP
Registration Number:	2587122	HMI
Registration Number:	2451369	DURA-STOR
Registration Number:	1631547	MAP
Registration Number:	1620638	DR. DEWEY
Serial Number:	88091268	DSGNMARK
Serial Number:	88091265	DSGN

CORRESPONDENCE DATA

Fax Number: 2124464900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

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

ATTORNEY DOCKET NUMBER:	43520-22
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	06/26/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 16, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of UBS AG, STAMFORD BRANCH (“UBS”), as collateral agent (the “Term Loan Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Staples, Inc., a Delaware corporation (together with its permitted successors and assigns, the “Borrower”), Arch Parent Inc., a Delaware corporation (“Holdings”), UBS, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and Term Loan Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of September 12, 2017 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Term Loan Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Term Loan Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) (i) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, (ii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto (excluding any Excluded Asset, which include any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO with respect thereto, but only to the extent, if any, and solely during the period, if any, in which, the grant of a security

interest therein would impair the validity or enforceability of any registration issuing form such intent-to-use application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Term Loan Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

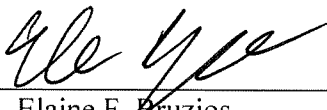
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


STAPLES, INC.
STAPLES BRANDS INC.
QUILL LLC,
each as Grantor

By: 
Name: Elaine F. Bruzios
Title: SVP Finance and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006679 FRAME: 0018

UBS AG, STAMFORD BRANCH,
as Term Loan Agent

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Housseem Daly
Title: Associate Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademark Registrations and Trademark Applications

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
DSGN 	88091265 8/24/2018	---	Pending	Staples, Inc.
DSGNMARK	88091268 8/24/2018	---	Pending	Staples, Inc.
IT'S PRO TIME	87401293 4/6/2017	5460446 5/1/2018	Registered	Staples Brands Inc.
STAPLES ANYTHING	87666027 10/31/2017	5486043 6/5/2018	Registered	Staples Brands Inc.
STAPLES IT'S PRO TIME	87401300 4/6/2017	5460447 5/1/2018	Registered	Staples Brands Inc.
DR. DEWEY	74047384 4/10/1990	1620638 10/30/1990	Registered	Quill LLC
DURA-STOR	75491242 5/26/1998	2451369 5/15/2001	Registered	Quill LLC
HMI	75798173 9/13/1999	2587122 7/2/2002	Registered	Quill LLC
HMI BUYING GROUP 	85047937 5/26/2010	4299884 3/12/2013	Registered	Quill LLC
MAP	78252789 5/21/2003	3402857 3/25/2008	Registered	Quill LLC
MAP 	73829196 10/3/1989	1631547 1/15/1991	Registered	Quill LLC
VIKING	86671219 6/23/2015	5341150 11/21/2017	Registered	Quill LLC

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
VIKING OFFICE PRODUCTS	86671224 6/23/2015	5341151 11/21/2017	Registered	Quill LLC