

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bulldog Office Products, Inc.		05/19/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Blvd		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	U.S. subsidiary of UBS AG - Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2892221	BULLDOG	
Registration Number:	2842094	BULLDOG OFFICE PRODUCTS	
Registration Number:	4579462	BULLDOGLINK	
Registration Number:	2778910	CYBERDOG	
Registration Number:	2692074		
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	029217-0327		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	05/20/2020		

OP \$140.00 2892221

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated May 19, 2020, is made by each Person listed on the signature pages hereof (the “Grantors”, and each a “Grantor”) 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 (the “Borrower”), Arch Parent Inc., a Delaware corporation (together with its permitted successors and assigns, “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 may be 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, each of the Grantors has entered into the Security Agreement dated as of the Closing Date (as may be 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, each of the Grantors has granted to the Term Loan Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has 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 of the Grantors agrees as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby grants to the Term Loan Agent for the benefit of the Secured Parties a security interest in all of each 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 from 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 of the Grantors under this IP Security Agreement secures the payment of all Obligations of each 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 each 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 each of the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each of the Grantors 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 of the Grantors 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 of the Grantors 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.

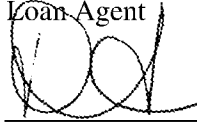
HITOUCH BUSINESS SERVICES LLC

By: 
Name: Elaine F. Bruzios
Title: Treasurer

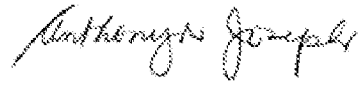
BULLDOG OFFICE PRODUCTS, INC.

By: 
Name: Elaine F. Bruzios
Title: Treasurer

UBS AG, STAMFORD BRANCH,
as Term Loan Agent




By: _____
Name: Darlene Arias
Title: Director



By: _____
Name: Anthony Joseph
Title: Associate Director

SCHEDULE A

Trademark Registrations and Trademark Applications

Record Owner	Registrar	Registration No.	Mark	Registration Date	Status of Actions through May 17, 2020
BULLDOG OFFICE PRODUCTS, INC.	USPTO	2892221	BULLDOG	10/12/2004	Registered
BULLDOG OFFICE PRODUCTS, INC.	USPTO	2842094	BULLDOG OFFICE PRODUCTS	5/18/2004	Registered
BULLDOG OFFICE PRODUCTS, INC.	USPTO	4579462	BULLDOGLINK	8/5/2014	Registered
BULLDOG OFFICE PRODUCTS, INC.	USPTO	2778910	CYBERDOG	11/4/2003	Registered
BULLDOG OFFICE PRODUCTS, INC.	USPTO	2692074	Design Only 	3/4/2003	Registered
HITOUCH BUSINESS SERVICES LLC	USPTO	4552006	HITOUCH	6/17/2014	Registered
HITOUCH BUSINESS SERVICES LLC	USPTO	4238154	HITOUCH BUSINESS SERVICES	11/6/2012	Registered