

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HITOUCH BUSINESS SERVICES LLC		05/19/2020	Limited Liability Company: DELAWARE
Bulldog Office Products, Inc.		05/19/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	125 High Street, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
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		
Registration Number:	4552006	HITOUCH	
Registration Number:	4238154	HITOUCH BUSINESS SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		

CH \$190.00 2892221

SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	05/22/2020
Total Attachments: 5 source=Staples - NAD - ABL Trademark Security Agreement re HiTouch and Subs Joinder (Executed)#page1.tif source=Staples - NAD - ABL Trademark Security Agreement re HiTouch and Subs Joinder (Executed)#page2.tif source=Staples - NAD - ABL Trademark Security Agreement re HiTouch and Subs Joinder (Executed)#page3.tif source=Staples - NAD - ABL Trademark Security Agreement re HiTouch and Subs Joinder (Executed)#page4.tif source=Staples - NAD - ABL Trademark Security Agreement re HiTouch and Subs Joinder (Executed)#page5.tif	

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 (collectively, the “Grantors”, and each a “Grantor”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”), as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “Collateral Agent”). 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”), Wells Fargo, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the ABL 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 Pledge and 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 Collateral 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 Collateral 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 “ABL Collateral”):

- (a) (i) the registered Trademarks 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 Assets, which include any intent-to-use applications 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 United States Patent and Trademark Office 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 any such intent-to-use application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the ABL 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 Collateral Agent with respect to the ABL 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.

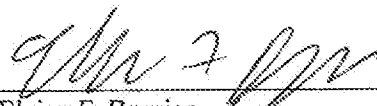
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the State of New York.

SECTION 7. Severability. If any provision of this IP Security Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this IP Security Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

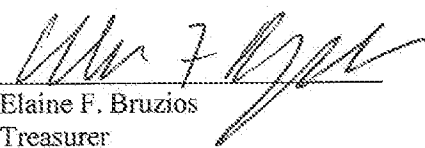
[Signature Pages Follow]

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent


By: 

Name: Matthew Williams

Title: Authorized Signatory

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