

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WorkLife Brands LLC		07/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Term Loan Agent		
Street Address:	600 Washington Blvd		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6059409	PERK	
Registration Number:	6059410	PERK	
Registration Number:	5974023	TRU RED	
Registration Number:	5864227	TRUE CLEAR	
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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	029217-0327		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/27/2020		
Total Attachments: 5			
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FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”) dated July 24, 2020 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, pursuant to the Security Agreement, the Grantors granted to the Term Loan Agent a security interest in their Trademarks, and the Grantors executed and delivered to the Term Loan Agent, that certain Intellectual Property Security Agreement, dated April 16, 2019, which was recorded in the United States Patent and Trademark Office on June 26, 2019 at Reel/Frame 6679/0014 (the “Trademark Security Agreement”), in order to evidence the grant of the security interest in the Trademarks then owned by the Grantors; and

WHEREAS, since the date of the Trademark Security Agreement, the Grantors have filed or otherwise acquired additional Trademarks, and pursuant to the Security Agreement, the Grantors have agreed as a condition thereof to execute this Agreement for recording the grant of security interest with the United States Patent and Trademark Office with respect to such additional Trademarks.

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”): (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 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 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 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 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 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 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 Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This 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 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This 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 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 Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STAPLES, INC.
WORKLIFE BRANDS LLC,
each as Grantor

By: 
Name: Elaine F. Bruzias
Title: Treasurer

[Signature Page to First Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 007008 FRAME: 0800

UBS AG, STAMFORD BRANCH,
as Term Loan Agent

By: 




Name: Darlene Arias
Title: Director

By: 

Name: Housseem Daly
Title: Associate Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Record Owner/Grantor	Trademark	Registration Number or Application Number
WorkLife Brands LLC	PERK	6,059,409
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WorkLife Brands LLC	TRU RED [] TRU RED	5,974,023
WorkLife Brands LLC	TRUE CLEAR	5,864,227
Staples, Inc.	STAPLES (Design) 	5,910,277
Staples, Inc.	Design Only 	5,910,243
Staples, Inc.	EXPRESSMIX	5,968,068
Staples, Inc.	STAPLES PROMOTIONAL PRODUCTS 	88/801,510
Staples, Inc.	STAPLES STUDIO	88/778,603