

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S. W. SCHOOL SUPPLY, INC.		07/11/2022	Corporation: CALIFORNIA
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5297148	COLORBRITE PREMIUM	
Registration Number:	5017727	IMPERIAL	
Registration Number:	5172627	COLORBRITE	
Registration Number:	4263866	COLOR-BRITE	
Registration Number:	2075461	IMPERIAL COLOR-BRITE	
Registration Number:	2049119	SUNBURST TEMPERA	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	07/11/2022		

CH \$165.00 5297148

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 July 11, 2022, is made by S. W. SCHOOL SUPPLY, INC., a California corporation (the "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, the Grantor 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, the Grantor 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the 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 the Grantor under this IP Security Agreement secures the payment of all Obligations of the 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 the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the 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 Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The 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. The Grantor 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.

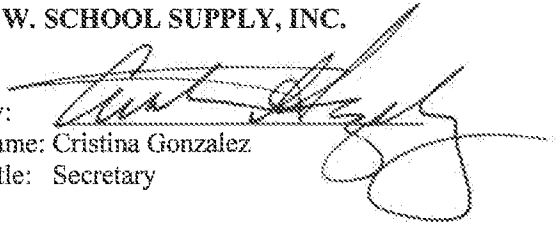
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the State of New York.

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, the 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.

S. W. SCHOOL SUPPLY, INC.

By: 
Name: Cristina Gonzalez
Title: Secretary

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007776 FRAME: 0670

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**



By: 

Name: Brendan Hogan

Title: Authorized Signatory

SCHEDULE A

Trademark Registrations and Trademark Applications

Trademark	Jurisdiction	Application Number / Filing Date	Registration Number / Date	Status	Registrant
COLORBRITE PREMIUM	U.S. Federal	86863882 02-JAN-2016	5297148 26-SEP-2017	Registered	S.W. SCHOOL SUPPLY, INC. DBA SOUTHWEST SCHOOL & OFFICE SUPPLY
IMPERIAL	U.S. Federal	86863894 02-JAN-2016	5017727 09-AUG-2016	Registered	S.W. SCHOOL SUPPLY, INC. DBA SOUTHWEST SCHOOL & OFFICE SUPPLY
COLORBRITE	U.S. Federal	86863910 02-JAN-2016	5172627 28-MAR-2017	Registered	S.W. SCHOOL SUPPLY, INC. DBA SOUTHWEST SCHOOL & OFFICE SUPPLY
COLOR-BRITE	U.S. Federal	85609762 26-APR-2012	4263866 25-DEC-2012	Registered	S.W. SCHOOL SUPPLY, INC. DBA SOUTHWEST SCHOOL & OFFICE SUPPLY
IMPERIAL COLORBRITE (Design) 	U.S. Federal	75101632 09-May-1996	2075461 01-Jul-1997	Registered	S.W. SCHOOL SUPPLY, INC. DBA SOUTHWEST SCHOOL & OFFICE SUPPLY ¹
SUNBURST TEMPERA (Design) 	U.S. Federal	75101435 09-May-1996	2049119 01-Apr-1997	Registered	S.W. SCHOOL SUPPLY, INC. DBA SOUTHWEST SCHOOL & OFFICE SUPPLY ²

¹ NTD: This trademark is registered in the loan party's DBA name, Southwest School and Office Supply.

² NTD: This trademark is registered in the loan party's DBA name, Southwest School and Office Supply.