

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745337

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                      |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b> | <b>Entity Type</b>      |
| S. W. SCHOOL SUPPLY, INC.   |  | 08/01/2002            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | WELLS FARGO BANK, NATIONAL ASSOCIATION |                       |                         |
| <b>Street Address:</b>  | 150 East 42nd Street, 40th Floor       |                       |                         |
| <b>City:</b>  | New York                               |                       |                         |
| <b>State/Country:</b>   | NEW YORK                               |                       |                         |
| <b>Postal Code:</b>   | 10017                                  |                       |                         |
| <b>Entity Type:</b>   | National Association: UNITED STATES    |                       |                         |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 5297148                                | COLORBRITE PREMIUM    |                         |
| <b>Registration Number:</b>   | 5017727                                | IMPERIAL              |                         |
| <b>Registration Number:</b>   | 5172627                                | COLORBRITE            |                         |
| <b>Registration Number:</b>   | 4263866                                | COLOR-BRITE           |                         |
| <b>Registration Number:</b>   | 2075461                                | IMPERIAL COLOR-BRITE  |                         |
| <b>Registration Number:</b>   | 2049119                                | SUNBURST TEMPERA      |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 2124464900                             |                       |                         |
| <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> |  |                       |                         |
| <b>Email:</b>   | susan.zablocki@kirkland.com            |                       |                         |
| <b>Correspondent Name:</b>  | SUSAN ZABLOCKI                         |                       |                         |
| <b>Address Line 1:</b>  | Kirkland & Ellis LLP                   |                       |                         |
| <b>Address Line 2:</b>  | 601 Lexington Avenue                   |                       |                         |
| <b>Address Line 4:</b>  | New York, NEW YORK 10022               |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 43520-1                                |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | SUSAN ZABLOCKI                         |                       |                         |
| <b>SIGNATURE:</b>   | /susan zablocki/                       |                       |                         |
| <b>DATE SIGNED:</b>   | 08/02/2022                             |                       |                         |

CH \$165.00 5297148

**Total Attachments: 5**

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SHORT FORM  
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 August 1, 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 notes collateral agent (the “Notes Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture or the Security Agreement referred to therein.

WHEREAS, Staples, Inc., a Delaware corporation (together with its permitted successors and assigns, the “Issuer”), Wells Fargo as trustee and Notes Agent, each Purchaser from time to time party thereto and each other party thereto have entered into the Indenture, dated as of April 16, 2019 (the “Issue Date”) (as may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Purchasers have severally agreed to purchase Notes from the Issuer upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Indenture, the Grantors have entered into the Security Agreement, dated as of the Issue 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 Purchasers to purchase the Notes.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Notes 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.** The Grantor hereby grants to the Notes 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 “Collateral”): (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 attached 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 the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Indenture and the other Collateral 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 Indenture and the other Collateral 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 Grantor.

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 Notes 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.

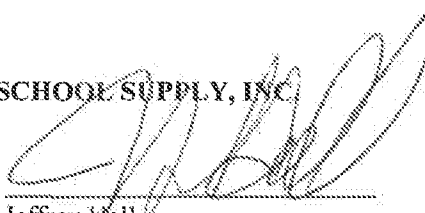
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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, 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.

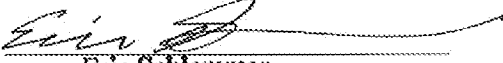
S. W. SCHOOL SUPPLY, INC.

By:   
Name: Jeffrey Hall  
Title: Chief Financial Officer

[Signature Page to Notes Short Form Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007808 FRAME: 0906**

COMPUTERSHARE TRUST COMPANY, N.A., as  
agent for WELLS FARGO BANK,  
NATIONAL ASSOCIATION, as Notes Agent



By: 

Name: **Eric Schlemmer**

Title: **Vice President**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

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

<sup>1</sup> This trademark is registered in the loan party's DBA name, Southwest School and Office Supply.

<sup>2</sup> This trademark is registered in the loan party's DBA name, Southwest School and Office Supply.