

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Office Products, LLC		09/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 S. Wacker Drive		
Internal Address:	Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	FEDERAL AGENCY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4657677	BILD	
Serial Number:	86354771	WINSTON WORKSTATION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca E Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	41357-0014		
NAME OF SUBMITTER:	Rebecca E Floren		
SIGNATURE:	/s/ Rebecca E Floren		
DATE SIGNED:	09/14/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 14, 2015, is made by Innovative Office Products, LLC, a Delaware limited liability company ("Borrower"), in favor of TCF National Bank ("Lender").

RECITALS

WHEREAS, Borrower, the other Obligors party thereto and Lender are parties to a Credit Agreement dated as of September 9, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement which are used herein shall have the same meanings as are set forth in the Credit Agreement for such terms unless otherwise defined herein), pursuant to which Lender has agreed to make certain loans to Borrowers;

WHEREAS, Borrower, the other Obligors party thereto and Lender are parties to (a) a Security Agreement dated as of September 9, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of September 9, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, Borrower has granted to Lender a security interest in substantially all the assets of Borrower, including all right, title and interest of Borrower in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by Borrower and the other Obligors under the Credit Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, Borrower hereby grants to Lender a security interest in all of Borrower's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof and all goodwill related thereto, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;

- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether Borrower is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of Borrower, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");


This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of Borrower and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

[signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

INNOVATIVE OFFICE PRODUCTS, LLC

By: 
Name: Cameron Reilly
Title: Secretary

Acknowledged and agreed to:

TCF NATIONAL BANK

By: _____
Name: _____
Title: _____

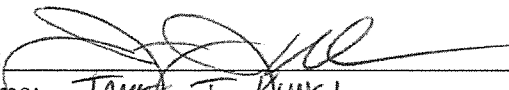
IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

INNOVATIVE OFFICE PRODUCTS, LLC

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

TCF NATIONAL BANK

By: 
Name: JAMES J. KUNCL
Title: SENIOR VICE PRESIDENT

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks:

Obligor	Mark and Country/Region	Reg. No.	Reg. Date	App. No.	Filing Date
Innovative Office Products, LLC	BILD – U.S. Trademark Registration	4,657,677	12/16/14	86/181,220	1/31/14

Trademark Applications:

Obligor	Mark and Country/Region	Reg. No.	Reg. Date	App. No.	Filing Date
Innovative Office Products, LLC	BILD – European Community Trademark Application (European Union)	N/A	N/A	013099668	7/21/14
Innovative Office Products, LLC	WINSTON WORKSTATION – U.S. Trademark Application	N/A	N/A	86/354,771	8/1/14