

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advance Business Systems & Supply, LLC		04/13/2023	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5117407	A	
Registration Number:	5302157	A	
Registration Number:	1940516	A	
Registration Number:	4771523	WE LIVE AND BREATHE THIS STUFF	
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>			
Phone:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	22703257		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	04/13/2023		

CH \$115.00 5117407

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of April 13, 2023 is among Advance Business Systems & Supply, LLC, a Maryland limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, “Administrative Agent”) on behalf of the Lenders and the other Secured Parties.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as has been amended by that certain Amendment No. 1 to Credit Agreement and Amendment No. 1 to Pledge and Security Agreement dated as of February 22, 2023, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto, the Lenders party thereto and Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Borrower;

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement dated as of the date hereof (as has been amended by that certain Amendment No. 1 to Credit Agreement and Amendment No. 1 to Pledge and Security Agreement dated as of February 22, 2023, and as may be further amended, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other Grantors (as defined therein) party thereto, and Administrative Agent; and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in the Collateral. The Grantor grants to Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of the Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “Trademarks” means (a) all rights, title and interests in trademarks, trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and all related IP Ancillary Rights), and the goodwill associated therewith, now existing or hereafter adopted or acquired, including all registrations and recordations thereof, and all applications in connection therewith, registered or submitted with the United States Patent and Trademark Office or any similar office or agency outside the

United States; and (b) all renewals thereof, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** IP Licenses in respect of any Trademark, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “IP Licenses” means all agreements granting any right, title and interest in or to any Intellectual Property under which the Grantor is a licensor); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by the Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) through (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include, any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, 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 that issues from such intent-to-use application under applicable federal law.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until Payment in Full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

**ADVANCE BUSINESS SYSTEMS &
SUPPLY, LLC**, a Maryland limited liability
company

By: 
Name: Karen Roscher
Title: Chief Financial Officer

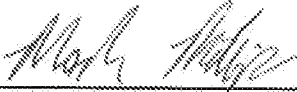
Signature Page to Trademark Security Agreement

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Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

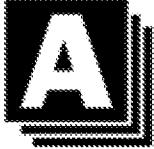
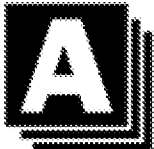

By: 
Name: Mark Phillips
Title: Authorized Officer

Signature Page to Trademark Security Agreement

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SCHEDULE A

REGISTERED TRADEMARKS

Mark	Grantor	Registration No.	Registration Date
A and Design 	ADVANCE BUSINESS SYSTEMS & SUPPLY, LLC	5117407	January 10, 2017
A and Design 	ADVANCE BUSINESS SYSTEMS & SUPPLY, LLC	5302157	October 3, 2017
A and Design 	ADVANCE BUSINESS SYSTEMS & SUPPLY, LLC	1940516	December 12, 1995
WE LIVE AND BREATHE THIS STUFF	ADVANCE BUSINESS SYSTEMS & SUPPLY, LLC	4771523	July 14, 2015