

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Office Depot, Inc.	03/14/2012
RECEIVING PARTY DATA	
Name:	U.S. Bank National Association, as Collateral Trustee
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	13371929
Patent Number:	0612426
Patent Number:	0612425
Patent Number:	0612424
Patent Number:	0612423
Patent Number:	0612422
Patent Number:	0612421
Patent Number:	0612420
Patent Number:	0604362
Patent Number:	0603899
CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
Phone:	212-701-3345
Email:	daniel.cote@thomsonreuters.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	

OP \$400.00 13371929

Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Daniel Cote

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 14, 2012, (the "Patent Security Agreement"), made by each of the undersigned Grantors (individually, an "Grantor", and, collectively, the "Grantors") in favor of U.S. Bank National Association, as Collateral Trustee for the benefit of the Secured Parties (in such capacity, the "Assignee" or the "Collateral Trustee").

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes, covenants and agrees with the Assignee for the benefit of the Secured Parties as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Patent Security Agreement, the term "Patents" shall mean all United States and foreign patents, certificates of invention, industrial designs or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) all reissues, divisions, continuations (including, but not limited to, continuations-in-part and improvements thereof), extensions, renewals, and reexaminations thereof, (ii) inventions described and claimed therein, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements or other violations thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including licenses, royalties, income, fees, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the prompt and complete payment and performance when due of all of its Secured Debt Obligations, each Grantor does hereby pledge and grant to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following personal and fixture property (and all rights therein) of such Grantor, or in which or to which such Grantor has any rights, in each case now existing or hereafter from time to time acquired (collectively, the "Pledged Patent Collateral"):

(a) all Patents of such Grantor, including, without limitation, the registered and applied-for Patents of such Grantor listed on Schedule I attached hereto; and

(b) to the extent not included in clause (a), all Proceeds and products of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Patent Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Security Agreement. The lien and security interest granted to the Assignee, pursuant to this Patent Security Agreement, is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and Grantors hereby acknowledge and affirm

that the rights and remedies of the Assignee with respect to the lien and security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, which are subject to the terms of and provisions of the Intercreditor Agreement as described therein. In the event of any conflict between the terms of the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

SECTION 5. Termination. After the occurrence of the Discharge of Secured Debt Obligations and the discharge of the other Secured Debt Obligations, this Patent Security Agreement shall terminate and the Collateral Trustee, at the request and expense of the respective Grantor, will (without recourse and without any representation or warranty) promptly execute and deliver to such Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to such Grantor (without recourse and without any representation or warranty) such of the Pledged Trademark Collateral as may be in the possession of the Collateral Trustee and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE OR PERMIT THE LAWS OF ANY OTHER JURISDICTION TO APPLY.


SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Assignee, pursuant to this Patent Security Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 8. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Grantors and the Assignee. Delivery of an executed counterpart of a signature page to this Patent Security Agreement, or of any amendment or waiver of any provision of this Patent Security Agreement, by telecopier or in "pdf" or similar format by electronic mail, shall be effective as delivery of an original executed counterpart thereof.

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GRANTOR:

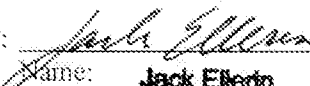
OFFICE DEPOT, INC.

By:   
Name: Michael D. Newman  
Title: Executive Vice President and  
Chief Financial Officer

[Signature Page to Patent Security Agreement]

Accepted and Agreed to:

U.S. BANK NATIONAL ASSOCIATION, as  
Assignee and Collateral Trustee

By:   
Name: **Jack Eberin**  
Title: **Vice President**

[Signature page to Patent Security Agreement]

SCHEDULE A

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**Patents**

<b>Appl./Patent No.</b>	<b>Filing/Issue Date</b>	<b>Title</b>	<b>Inventors</b>
D612,426	March 23, 2010	Writing Instrument	Jose Suero, Jr. Zhang Binhui
D612,425	March 23, 2010	Writing Instrument	Jose Suero, Jr. Li Bin
D612,424	March 23, 2010	Writing Instrument	Jose Suero, Jr. Zhang Binhui
D612,423	March 23, 2010	Writing Instrument	Jose Suero, Jr. Liu Luosen
D612,422	March 23, 2010	Writing Instrument	Jose Suero, Jr. Liu Luosen
D612,421	March 23, 2010	Writing Instrument	Jose Suero, Jr. Lin Luosen
D612,420	March 23, 2010	Writing Instrument	Jose Suero, Jr. Liu Luosen
D604,362	November 17, 2009	Writing Instrument	Jose Suero, Jr. Li Bin
D603,899	November 10, 2009	Writing Instrument	Jose Suero, Jr. Li Bin
13/371,929	February 13, 2012	Hole Saw and Guide	Grant John Bell James Watson