

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2633503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
OMX, INC.	11/22/2013

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE FOR THE BENEFIT OF THE SECURED PARTIES
Street Address:	60 LIVINGSTON AVENUE
City:	SAINT PAUL
State/Country:	MINNESOTA
Postal Code:	55107-2292

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	D573643
Patent Number:	D575562
Patent Number:	D559594
Patent Number:	D546887
Patent Number:	D550773
Patent Number:	D545364
Patent Number:	D546884
Patent Number:	D545367
Patent Number:	D548789
Patent Number:	D537622
Patent Number:	D572753
Patent Number:	D572755
Patent Number:	D545366

CORRESPONDENCE DATA

502587363

PATENT
 REEL: 031748 FRAME: 0915

OP \$520.00 D573643

Fax Number: (703)610-6200
Phone: 703-610-6100
Email: boxip@hoganlovells.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: VALERIE BRENNAN
Address Line 1: 7930 JONES BRANCH DRIVE, 9TH FLOOR
Address Line 2: BOX INTELLECTUAL PROPERTY
Address Line 4: MCLEAN, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	019337.113
NAME OF SUBMITTER:	VALERIE BRENNAN
Signature:	/vb/
Date:	12/02/2013

Total Attachments: 5
source=OD_OfficeMax - IP Patent Security Agreement - Executed 11_22_2013 (2)#page1.tif
source=OD_OfficeMax - IP Patent Security Agreement - Executed 11_22_2013 (2)#page2.tif
source=OD_OfficeMax - IP Patent Security Agreement - Executed 11_22_2013 (2)#page3.tif
source=OD_OfficeMax - IP Patent Security Agreement - Executed 11_22_2013 (2)#page4.tif
source=OD_OfficeMax - IP Patent Security Agreement - Executed 11_22_2013 (2)#page5.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 22, 2013, (the "Patent Security Agreement"), made by each of the undersigned Grantor(s) (individually, a "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 Joinder Agreement dated as of November 22, 2013 (the "Joinder Agreement") to the Security Agreement dated as of March 14, 2012, made by OFFICE DEPOT, INC., a Delaware corporation (the "Company") and each of the Subsidiaries of the Company from time to time party thereto, in favor of the Assignee (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), 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 the Joinder 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 and the Joinder 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, the Joinder 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.

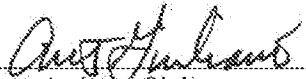
SECTION 8. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. 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.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

OMX, INC., as a Grantor

By:


Name: Anthony Giuliano
Title: Vice President and Treasurer

Accepted and Agreed to:

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

By: 
Name: Jack Elmerin
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Date Filed	US Patent Serial No.	Patent Description	Registrant
2/20/2007	D573,643	CAP FOR MARKER	OMX, Inc.
2/28/2007	D575,562	CHAIR	OMX, Inc.
2/28/2007	D559,594	CHAIR ARM	OMX, Inc.
2/15/2006	D546,887	CLIP FOR PEN	OMX, Inc.
2/15/2006	D550,773	ERASER	OMX, Inc.
2/15/2006	D545,364	MARKER AND CAP THEREFOR	OMX, Inc.
2/25/2006	D546,884	PEN	OMX, Inc.
2/15/2006	D545,367	PEN	OMX, Inc.
2/15/2006	D548,789	PEN AND CAP THEREFOR	OMX, Inc.
2/15/2006	D537,622	HOLDER FOR MARKERS AND ERASER	OMX, Inc.
2/20/2007	D572,753	MARKER	OMX, Inc.
2/20/2007	D572,755	MARKER AND CAP THEREFOR	OMX, Inc.
2/15/2006	D545,366	PEN AND CAP THEREFOR	OMX, Inc.