

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2732985

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>OFFICE DEPOT, INC.</td> <td>02/14/2014</td> </tr> </tbody> </table>		Name	Execution Date	OFFICE DEPOT, INC.	02/14/2014								
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<table border="1"> <tr> <td>Name:</td> <td>JPMORGAN CHASE BANK, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>1111 FANNIN STREET</td> </tr> <tr> <td>Internal Address:</td> <td>FLOOR 10</td> </tr> <tr> <td>City:</td> <td>HOUSTON</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>77002</td> </tr> </table>		Name:	JPMORGAN CHASE BANK, N.A.	Street Address:	1111 FANNIN STREET	Internal Address:	FLOOR 10	City:	HOUSTON	State/Country:	TEXAS	Postal Code:	77002
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CORRESPONDENCE DATA													
Fax Number:	(973)301-8410												
Phone:	9733607900												
Email:	NJDOCKET@GTLAW.COM												
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>													
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Address Line 2:	P.O. BOX 677												
Address Line 4:	FLORHAM PARK, NEW JERSEY 07932												
ATTORNEY DOCKET NUMBER:	015233-092000/092100												
NAME OF SUBMITTER:	CHRISTINE LUCAS												
Signature:	/Christine Lucas/												

Date:

02/19/2014

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of February 14, 2014, (the "Patent Security Agreement"), made by each of the undersigned Grantor(s) (individually, a "Grantor", and collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of the Lenders (in such capacity, the "Assignee" or the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantors are party to that certain Credit Agreement dated as of September 26, 2008, by and among the Grantor, the Administrative Agent, the Loan Parties and the other Lenders party thereto (as amended, restated, supplemented, or otherwise modified from time to time, including as amended and restated on May 25, 2011, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Grantors entered into that certain Amended and Restated Security Agreement of March 14, 2012 (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 Lenders as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement and in the Security Agreement.

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 Obligations, each Grantor does hereby pledge and grant to the Assignee, for the benefit of the Lenders, 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 (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding, or the Pledged Patent Collateral is otherwise released from the Liens in favor of the Administrative Agent in accordance with the Credit Agreement and/or Security Agreement, this Patent Security Agreement shall terminate and the Administrative Agent, 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 Administrative Agent 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.

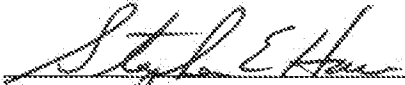
SECTION 8. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Pledged Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

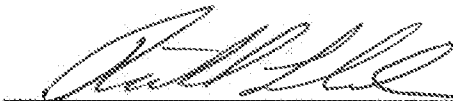
SECTION 9. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. 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.

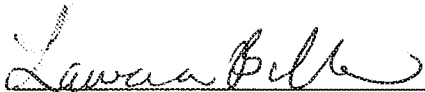
OFFICE DEPOT, INC., as a Grantor

By: 
Stephen E. Hare
Executive Vice President and CFO

By: 
Richard Leland
Vice President and Treasurer

Accepted and Agreed to:

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

By: 
Name: Lauren Baker
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Filing Date	Assignment Recordal Date	US Patent Application Number	Description	Assignor	Assignee/New Registrant
6/10/2013	12/12/2013	29457430	Shredder	Matthew Bordy; Jonathan Osborne; Grant Bell; Jose Suero	Office Depot, Inc.
6/10/2013	12/12/2013	29457426	Shredder with Interchangeable Panels	Matthew Bordy; Michelle Pazienza	Office Depot, Inc.