

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3085824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OFFICE DEPOT, INC.	10/27/2014
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	60 LIVINGSTON AVENUE
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55107
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8839950
CORRESPONDENCE DATA	
Fax Number:	(973)295-1240
<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:	973-360-7900
Email:	NJDOCKET@GTLAW.COM
Correspondent Name:	GREENBERG TRAUIG, LLP
Address Line 1:	200 PARK AVENUE
Address Line 2:	P.O. BOX 677
Address Line 4:	FLORHAM PARK, NEW JERSEY 07932
ATTORNEY DOCKET NUMBER:	015233-090602/US
NAME OF SUBMITTER:	CHRISTINE LUCAS
SIGNATURE:	/Christine Lucas/
DATE SIGNED:	10/29/2014
Total Attachments: 5	
source=USBank_agreement#page1.tif	
source=USBank_agreement#page2.tif	
source=USBank_agreement#page3.tif	
source=USBank_agreement#page4.tif	
source=USBank_agreement#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of October 27, 2014, (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 Security Agreement dated as 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 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 Patent 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.

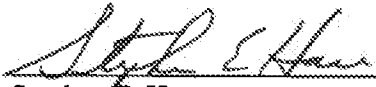
SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Assignee, pursuant to this Patent Security Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms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

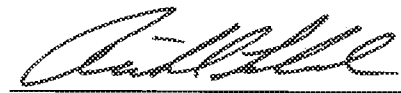
SECTION 8. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.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

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:

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

By: _____
Jack Ellerin
Vice President

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:

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

By: *Jack Ellerin*
Jack Ellerin
Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Date Issued	US Patent No.	Serial No.	Patent Description	Owner
23-Sept-2014	8,839,950	13/790,838	"Packaging For Writing Instruments "	Office Depot, Inc.