

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RENTACRATE LLC	10/29/2015
RECEIVING PARTY DATA	
Name:	ARROWPOINT AGENCY SERVICES, LLC
Street Address:	100 FILLMORE STREET, SUITE 325
City:	DENVER
State/Country:	COLORADO
Postal Code:	80206
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8205763
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	05719-00001
NAME OF SUBMITTER:	STEPHANIE S. KANN
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	11/11/2015
Total Attachments: 5	
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**PATENT SECURITY AGREEMENT
(Rentacrate LLC)**

This PATENT SECURITY AGREEMENT, dated as of October 29, 2015, (this “*Patent Security Agreement*”), made by Rentacrate LLC, a Delaware limited liability company (herein referred to as the “*Grantor*”) in favor of Arrowpoint Agency Services, LLC, a Delaware limited liability company, as Collateral Agent (in such capacity, together with its successors in such capacity, the “*Grantee*”).

WHEREAS, Grantor owns or licenses the Patent Collateral (as defined below);

WHEREAS, Rentacrate LLC, a Delaware limited liability company (“*Rentacrate*”), HiTouch Business Services LLC, a Delaware limited liability company (“*HiTouch*”), MyOfficeProducts, LLC, a Delaware limited liability company (“*MYOP*” and, collectively with Rentacrate and HiTouch, the “*Borrowers*”), the lenders from time to time party thereto (the “*Lenders*”) and Arrowpoint Agency Services, LLC, a Delaware limited liability company (“*Arrowpoint*”), as Administrative Agent and Collateral Agent are parties to a Credit Agreement dated as of October 29, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Credit Agreement*”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of October 29, 2015 among the among Brown (RI) Investment Company LLC, a Delaware limited liability company, the Borrowers, Rentacrate Holdings LLC, a Delaware limited liability company, MyOfficeProducts Holdings, Inc., a Delaware corporation, the Subsidiaries of the Borrowers from time to time party thereto and Arrowpoint, as the Collateral Agent (as amended, restated, amended and restated, supplemented or modified from time to time, the “*Guarantee and Collateral Agreement*”) the Grantor has guaranteed certain obligations of the Borrowers and secured certain of its obligations and such guarantee (the “*Secured Obligations*”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Patent Collateral*”), whether now owned or existing or hereafter acquired or arising:

each United States Patent issued or applied for issuance with the United States Patent and Trademark Office (including, without limitation, each Patent identified in Schedule 1 hereto);

all reissues, divisions, continuations, continuations in part, revisions and extensions of any of the foregoing;

all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Acknowledgement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Guarantee and Collateral Agreement and this Patent Security Agreement, the terms of the Guarantee and Collateral Agreement shall govern and control.

Definitions. Unless otherwise defined herein, terms used in this Patent Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

APPLICABLE LAW. THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS PATENT SECURITY AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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 shall constitute an original, but all of which when taken together shall constitute a single contract. 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 facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.

Signature page follows.

IN WITNESS WHEREOF, the undersigned has signed this Agreement as of the date first set forth above.

RENTACRATE LLC

By:


Name: Howard Brown
Title: Chairman

Acknowledged:

ARROWPOINT AGENCY SERVICES, LLC,
as Collateral Agent

By: 
Name: David Corkins
Title: Authorized Signatory

RENTACRATE LLC

PATENTS AND DESIGN PATENTS

Title	Patent No.	Issue Date
Reusable Container	8205763	June 26, 2012

PATENT APPLICATIONS

None.