

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3757902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/31/2010

**CONVEYING PARTY DATA**

Name	Execution Date
CORPORATE EXPRESS DOCUMENT & PRINT MANAGEMENT, INC.	12/31/2010

**RECEIVING PARTY DATA**

<b>Name:</b>	STAPLES CONTRACT & COMMERCIAL, INC.
<b>Street Address:</b>	500 STAPLES DRIVE
<b>City:</b>	FRAMINGHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01702

**PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	6295747
Patent Number:	6219947

**CORRESPONDENCE DATA**

Fax Number: (303)863-0223

*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.*

Phone: 303-863-9700

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Correspondent Name: SHERIDAN ROSS P.C.

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Address Line 2: SUITE 1200

Address Line 4: DENVER, COLORADO 80202

<b>ATTORNEY DOCKET NUMBER:</b>	4742CEDPM-41 AND -41-CON
<b>NAME OF SUBMITTER:</b>	BRENT P. JOHNSON
<b>SIGNATURE:</b>	/BRENT P. JOHNSON/
<b>DATE SIGNED:</b>	02/26/2016

**Total Attachments: 5**

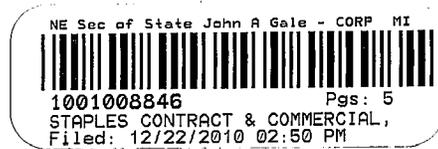
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ARTICLES OF MERGER

OF

Corporate Express Document & Print Management, Inc.  
(Subsidiary Corporation)

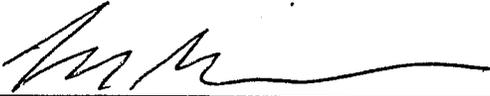
INTO

Staples Contract & Commercial, Inc.  
(Parent Corporation)

Pursuant to the provisions of the Nebraska Business Corporation Act, Staples Contract & Commercial, Inc., the parent corporation, a corporation organized under the laws of the State of Delaware hereby executes the following articles of merger:

1. The name of the surviving corporation is: Staples Contract & Commercial, Inc.
2. The name of the subsidiary corporation is: Corporate Express Document & Print Management, Inc.
3. The surviving corporation owns all of the issued and outstanding shares of each class of the subsidiary corporation.
4. The Agreement and Plan of Merger is attached hereto.
5. This document is to be effective as of the 31<sup>st</sup> day of December 2010, at 12:00 noon.

STAPLES CONTRACT & COMMERCIAL, INC.

By:   
Name: Mark Weiss  
Title: Vice President, Assistant Secretary

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 31, 2010, between Corporate Express Document & Print Management, Inc., a Nebraska corporation (the "Subsidiary"), and Staples Contract & Commercial, Inc., a Delaware corporation (the "Surviving Company").

### WITNESSETH:

WHEREAS, the Subsidiary is a corporation duly organized and existing under the laws of the State of Nebraska;

WHEREAS, the Surviving Company is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the Subsidiary desires to merge itself into the Surviving Company;

WHEREAS, the Surviving Company desires that the Subsidiary be merged into itself;

WHEREAS, the Boards of Directors of the Subsidiary and the Surviving Company have adopted a resolution approving this Agreement and Plan of Merger; and

WHEREAS, the Subsidiary is classified as an association taxable as a corporation for U.S. Federal tax purposes under Treasury Regulation Sections 301.7701-2 and 301.7701-3, and corresponding provisions of applicable state laws (and any successor provisions);

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger. The Subsidiary shall be merged into the Surviving Company pursuant to the General Corporation Law of Delaware and the Nebraska Business Corporation Act. The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware under the name Staples Contract & Commercial, Inc. The separate corporate existence of the Subsidiary shall cease forthwith upon the Effective Time (as defined below). The merger of the Subsidiary into the Surviving Company shall herein be referred to as the "Merger."

2. Stockholder Approval. As soon as practicable after the execution of this Agreement and Plan of Merger, the Subsidiary and the Surviving Company shall, if necessary under the General Corporation Law of Delaware or the Nebraska Business Corporation Act, submit this Agreement and Plan of Merger to their respective stockholders for approval.

3. Effective Time. The Merger shall be effective at the later of (a) the time and date indicated in the Certificate of Ownership and Merger (the "Merger Certificate") filed with the Secretary of State of the State of Delaware or (b) the time and date the Articles of Merger is filed with the Secretary of State of the State of Nebraska. The time and date of such effectiveness shall herein be referred to as the "Effective Time."

4. Common Stock of the Company. As of the date hereof, the Surviving Company is the sole shareholder of the Subsidiary and owns all issued and outstanding shares of beneficial interest of the Subsidiary (the "Shares"). At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Company, the Shares shall be cancelled and retired and shall cease to exist and no consideration shall be issued or exchanged therefore. No change in the ownership of the Surviving Company shall occur as a consequence of the Merger.

5. Common Stock of the Surviving Company. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding and each share of Common Stock of the Surviving Company held in the treasury of the Surviving Company shall remain in the treasury.

6. Succession. At the Effective Time, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Subsidiary in the manner of and as more fully set forth in the General Corporation Law of Delaware and the Nebraska Business Corporation Act. Without limiting the foregoing, upon the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Subsidiary shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of the Subsidiary and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Subsidiary and the Surviving Company, respectively. All rights of creditors of the Subsidiary and all liens upon any property of the Subsidiary shall be preserved unimpaired, and all debts, liabilities and duties of the Subsidiary shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

7. Certificate of Incorporation and By-Laws. The Certificate of Incorporation of the Surviving Company in effect at the Effective Time shall continue to be the Certificate of Incorporation of the Surviving Company until further amended in accordance with the provisions thereof and applicable law. The By-Laws of the Surviving Company in effect at the Effective Time shall continue to be the By-Laws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

8. Directors and Officers. The members of the Board of Directors and the officers of the Surviving Company at the Effective Time shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

9. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Subsidiary such deeds and other instruments, and there shall be taken or caused to be taken by it such further other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Subsidiary, and otherwise to carry out the purpose of this Agreement and Plan of Merger, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of the Subsidiary or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

10. Abandonment. At any time prior to the Effective Time, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either the Subsidiary or the Surviving Company or both, notwithstanding approval of this Agreement and Plan of Merger by the stockholders of the Subsidiary or the Surviving Company.

11. Amendment. This Agreement and Plan of Merger may be amended by the Boards of Directors of the Subsidiary and the Surviving Company at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of this Agreement and Plan of Merger by the shareholders of either the Subsidiary or the Surviving Company shall not (1) change the amount or kind of shares or other securities, interests, obligations, right to acquire shares or other securities, cash or other property to be received by the shareholders of or owners of interests in any party to the merger upon conversion of their shares or interests under this Agreement and Plan of Merger, (2) change the Certificate of Incorporation of the Surviving Company to be effected by the Merger except for changes permitted by the Nebraska Corporation Business Act or by comparable provisions of the General Corporation Law of Delaware, (3) change any of the other terms and conditions of this Agreement and Plan of Merger if such change would adversely affect the holders of any class or series of the stock of such corporation.

12. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

**STAPLES CONTRACT & COMMERCIAL,  
INC.**

By: John J. Mahoney  
John J. Mahoney  
Vice Chairman

**CORPORATE EXPRESS DOCUMENT &  
PRINT MANAGEMENT, INC.**

By: John J. Mahoney  
John J. Mahoney  
Vice Chairman