

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Stationers Supply Co.		03/21/2003	CORPORATION: ILLINOIS
Lagasse, Inc.		03/21/2003	CORPORATION: LOUISIANA
Azerty Incorporated		03/21/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank One, NA
Street Address:	130 S. Dearborn-6th Floor
Internal Address:	Mail Code IL-0429
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2163204	AP SUPPORT SERVICES
Registration Number:	2175356	POSITIVE ID WHOLESALE
Registration Number:	2398421	SIMPLE CHOICE
Registration Number:	2363058	SYSTEM CLEAN
Registration Number:	1226133	AIM
Registration Number:	1226134	AIM
Registration Number:	1242783	ASSOCIATED
Registration Number:	965573	ASSOCIATED
Registration Number:	1496309	AZERTY
Registration Number:	1357709	AZERTY
Registration Number:	508745	COLE LEGAL RECORD

CH \$1215.00 2163204

Registration Number:	2116492	COMFORT GRIP
Registration Number:	1334819	
Registration Number:	1515376	CONCEPT 90
Registration Number:	2643386	DERMABRAND
Registration Number:	2492017	
Registration Number:	2155076	EXECUTIVE IMPRESSIONS
Registration Number:	2589674	FULFILLMENT THAT DELIVERS YOUR BRAND
Registration Number:	2571420	
Registration Number:	2024470	HARBOUR CREATIONS
Registration Number:	2143324	INTELLINET
Registration Number:	2587795	NED
Registration Number:	1845143	OFFICE IMPRESSIONS
Registration Number:	1234956	IS INFORMATION SYSTEMS
Registration Number:	2619155	LAGASSE
Registration Number:	1567143	MATCHBOOK
Registration Number:	2679123	ORDER PEOPLE
Registration Number:	2157082	PRIMESOURCE
Registration Number:	1258826	REDI
Registration Number:	1382790	SCORE
Registration Number:	2614572	THE BIGGEST BOOK
Registration Number:	2571419	THE SYSTEM WORKS. FOR YOU.
Registration Number:	1736996	TOTAL FULFILLMENT
Registration Number:	1426529	UNILABEL
Registration Number:	1637064	UNILINK
Registration Number:	2010540	UNISAN
Registration Number:	2004776	UNISAN
Registration Number:	1264767	UNITAPE
Registration Number:	2070224	UNITED FACILITY SUPPLY
Registration Number:	2486918	UNITED STATIONERS
Registration Number:	1249235	UNITED STATIONERS
Registration Number:	1118921	UNITED STATIONERS
Registration Number:	1514147	UNITED STATIONERS
Registration Number:	1846688	UNIVERSAL
Registration Number:	1881035	UNIVERSAL
Registration Number:	2609037	WEBScore

Registration Number:	2544665	WINDSOFT
Registration Number:	1242385	WIZARD OF IS

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin Brown & Wood LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-34640
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	10/27/2005

Total Attachments: 24
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of March 21, 2003, by and between United Stationers Supply Co., an Illinois corporation ("United Stationers"), Lagasse, Inc., a Louisiana corporation ("Lagasse"), Azerty Incorporated, a Delaware corporation ("Azerty" and collectively with United Stationers and Lagasse, the "Grantors"), and Bank One, NA (Main Office Chicago), as contractual representative (the "Agent") on behalf of itself and on behalf of the "Holders of Secured Obligations" (as such term is defined in the below-described Credit Agreement).

WITNESSETH:

WHEREAS, United Stationers, the Agent, United Stationers Inc., a Delaware corporation, and certain financial institutions (the "Lenders") are parties to that certain Five-Year Revolving Credit Agreement dated as of March 21, 2003 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, make loans, advances, and other financial accommodations to or for the benefit of United Stationers;

WHEREAS, Azerty, Lagasse and the Agent have entered into that certain Guaranty dated as of March 21, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), pursuant to which Azerty and Lagasse have agreed to guarantee all of the Secured Obligations upon the terms and conditions set forth therein;

WHEREAS, the Grantors and the Agent are parties to that certain Pledge and Security Agreement dated as of March 21, 2003 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Pledge and Security Agreement"), pursuant to which each Grantor has granted a security interest in certain of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations; and

WHEREAS, the Lenders have required the Grantors to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of (a) the Secured Obligations and (b) all of the Grantors' obligations and liabilities under the Loan Documents (such obligations and liabilities, together with the Secured Obligations, being hereinafter referred to as the "Liabilities"), and (ii) as a condition precedent to the making of any loans, advances and any other financial accommodations by the Lenders under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Pledge and Security Agreement shall have the meaning specified for such term in the Pledge and Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, each Grantor hereby grants to the Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (e) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor

and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing or anything herein or in any other Loan Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Agent or any Holder of Secured Obligations with respect to such Grantor's interest in any License, contract right, license agreement, or any other general intangible (each such License, contract right, license agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by such Grantor to the Agent or any Holder of Secured Obligations is prohibited by the terms and provisions of the agreement, document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto; provided, however, that if and when the prohibition which prevents the granting by such Grantor to the Agent of a security interest in any Excluded Property is removed or otherwise terminated, the Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

4. New Trademarks and Licenses. Each Grantor represents and warrants that, as of the Closing Date, (a) the Trademarks listed on Schedule A include all of the domestic federally-registered trademarks, trademark applications, registered service marks and service mark applications owned or held by such Grantor, (b) the Licenses listed on Schedule B include all of the exclusive trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor that are material to the Grantors' business, taken as a whole and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Agent, except Liens permitted by Section 6.15 of the Credit Agreement. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications or (ii) enter into any new exclusive trademark license agreement or service mark license agreement that is material to the business of the Grantors, taken as a whole, the provisions of paragraph 3 above shall automatically apply thereto. Each Grantor shall give to the Agent written notice of events described in clauses (i) and (ii) of the preceding sentence on an annual basis or, after the occurrence and during the continuance of a Default, upon the request of the Agent. Each Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future registered trademarks, trademark applications, registered service marks and service mark applications of such Grantor and by amending Schedule B to include any future exclusive trademark license agreements and service mark license agreements of such Grantor that are material to the business of such Grantor, taken as a whole, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 4 and (ii) by filing in the United States Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks and service mark applications, and exclusive trademark license agreements and service mark license agreements.

5. Royalties. Each Grantor hereby agrees that the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies to the extent expressly permitted under paragraph 12 or pursuant to the Pledge and Security Agreement after the occurrence and during the continuance of a Default

shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or any other Holder of Secured Obligations to such Grantor.

6. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities (other than contingent Liabilities) have been paid in full and the Credit Agreement and the other Loan Documents have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses.

7. Duties of the Grantors. Each Grantor shall have the duty, to the extent necessary in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, to: (i) reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for trademarks or service marks, in each case, to the extent the failure to do so would reasonably be expected to have a Material Adverse Effect. Each Grantor further agrees (i) not to abandon any Trademark or License to the extent such Trademark or License is necessary in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, without the prior written consent of the Agent, except to the extent such abandonment would not reasonably be expected to have a Material Adverse Effect and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary, as determined in the Grantor's reasonable discretion, in the operation of such Grantor's business, except to the extent the failure of such Trademarks or Licenses to be in effect would not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by the applicable Grantor. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option after the occurrence and during the continuance of a Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the sole account of the applicable Grantor and shall be added to the Liabilities secured hereby.

8. The Agent's Right to Sue. Following the occurrence and during the continuance of a Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, each Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The applicable Grantor shall, upon demand, promptly reimburse the Agent for all reasonable out-of-pocket costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 8 (including, without limitation, reasonable fees and expenses of outside attorneys and paralegals for the Agent).

9. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the applicable Grantor specifying such suspension or waiver.

10. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies; Power of Attorney. Following the occurrence and during the continuance of a Default, each Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of a Default and the giving by the Agent of written notice to such Grantor of the Agent's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own best interest or in the best interest of the Holders of Secured Obligations. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities (other than contingent Liabilities) shall have been paid in full and the Credit Agreement and the other Loan Documents shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the other Holders of Secured Obligations under the Pledge and Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of a Default and the election by the Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Pledge and Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Pledge and Security Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Agent, any Holder of Secured Obligations or any of their respective designees or representatives, granted hereunder or any other Loan Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Agent hereunder.

13. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and permitted assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their respective nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that no Grantor shall, except pursuant to a transaction permitted by the Credit Agreement, voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

14. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK, BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES) BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

15. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Credit Agreement and to the addresses set forth in the Credit Agreement or the Pledge and Security Agreement, as applicable.

16. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

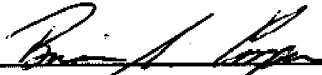
17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

18. Merger. This Agreement and the other Loan Documents represent the final agreement of each Grantor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Grantor and the Agent or any Holder of Secured Obligations.

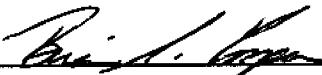
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


UNITED STATIONERS SUPPLY CO.

By: 
Name: Brian S. Cooper
Title: Senior Vice President, Treasurer and Assistant Secretary

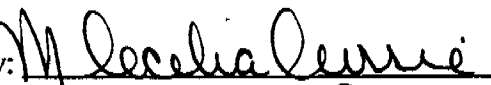
LAGASSE, INC.

By: 
Name: Brian S. Cooper
Title: Vice President and Treasurer

AZERTY INCORPORATED

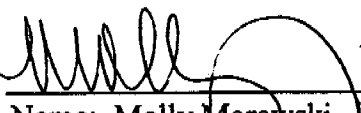
By: 
Name: Brian S. Cooper
Title: Vice President and Treasurer

ATTEST:

By: 
Name: M. Cecelia Currie
Title: Assistant Secretary

Accepted and agreed to as of the day and year first above written.

BANK ONE, NA (MAIN OFFICE CHICAGO),
as Agent

By: 
Name: Molly Morawski
Title: Director, Capital Markets

Schedule A

to

Trademark Security Agreement

Dated as of March 21, 2003

Trademarks

Trademarks and Service Mark Applications

See Attached.

United States Trademarks

Owner	Trademark	Country / Class	Appln. Date / Appln. No.	Reg. Date / Reg. No.	Use	Log	Next Action	Next Action
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AP SUPPORT SERVICES INCORPORATED	AP SUPPORT SERVICES	USA 35, 39	5/17/96 / 75/119438	6/9/98 / 2163204			6/9/04 / 6/9/08	8&15 / EXP
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GOOD telemarketing, direct response marketing and computerized database management services in International Class 35. Logistics services, namely, warehousing services and packaging goods of others for shipment in International Class 39.

AZERTY INCORPORATED	POSITIVE ID WHOLESALE AND DESIGN	USA 42	2/15/96 / 75/058145	7/21/98 / 2175356			7/21/04 / 7/21/08	8&15 / EXP
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GOOD Distributorships in the field of barcoding equipment

PEERLESS PAPER MILLS, INC.	SIMPLE CHOICE	USA 3	6/16/98 / 75/503368	10/24/00 / 2398421			10/24/06 / 3/27/03 / 10/24/10	8&15 / STAT / EXP
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GOOD Glass cleaner, all purpose pine cleaner, all purpose neutral cleaner, all purpose cleaning preparations, dust mop treatment, lemon oil furniture polish and stainless steel cleaner.

PEERLESS PAPER MILLS, INC.	SYSTEM CLEAN	USA 3 5	6/16/98 / 75/503254	6/27/00 / 2363058			6/27/06 / 3/27/03 / 6/27/10	8&15 / STAT / EXP
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GOOD Floor finish, floor spray buff, floor sealer, floor stripper, floor wax remover, all purpose cleaner, degreasing preparations for use on floors and other surfaces, carpet cleaners with deodorizer, neutral cleaner, hand soap, bowl cleaner, drain opener, bathroom cleaner, glass cleaner, all purpose emulsifier degreaser, oven cleaner, and dish detergent in Class 3. Carpet deodorizer, odor neutralizing preparations for use on interior rooms of buildings, all purpose disinfectants, weed killers for domestic use, insecticides for domestic use

TRADEMARK STATUS REPORT

Printed: 3/4/03

Owner	Trademark	Country / Class	Appln. No.	Reg. Date	Use	Log	Next Action	Action
UNITED STATIONERS SUPPLY CO.	AIM	USA 35	5/11/81 73/309782	2/1/83 1226133	8/1/03	GRACE	7/1/03 2/1/03	STAT EXP

GOOD Inventory management and control services by computer specially for distributors in the field of office supplies and equipment.

UNITED STATIONERS SUPPLY CO.	AIM AND DESIGN	USA 35	5/11/81 73/309783	2/1/83 1226134			8/1/03 7/1/03 2/1/03	GRACE STAT EXP
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GOOD Inventory management and control services by computer specially for distributors in the field of office supplies and equipment.

UNITED STATIONERS SUPPLY CO.	ASSOCIATED	USA 16	10/28/81 73/334582	6/21/83 1242783			6/21/03 5/21/03	EXP STAT
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GOOD Indexes namely ring binder indexes

UNITED STATIONERS SUPPLY CO.	ASSOCIATED	USA 37	12/29/71 72/411393	8/7/73 965573			8/7/03 2/7/03	EXP STAT
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GOOD Pencils, pens and markers

UNITED STATIONERS SUPPLY CO.	AZERTY	USA 42	11/3/87 73/693505	7/12/88 1496309			7/12/08	EXP
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GOOD Distributorship services in the field of word processing supplies; equipment; peripherals; and furniture, namely chairs, desks, credenzas, filing cabinets, storage cabinets, printers tables, partitions and work stations

TRADEMARK STATUS REPORT

Printed: 3/4/03

Owner
 UNITED STATIONERS SUPPLY
 CO.

Trademark
 AZERTY

Country /
 Class
 USA
 9

Appl. Date
 Appln. No.
 1/4/84
 73/459539

Reg. Date
 Reg. No.
 9/3/85
 1357709

Use
 9/3/05

Docket
 EXP

Next
 Action

Next
 Action

GOOD Word processing supplies and equipment, namely ribbons, blank audio cassette tapes, blank floppy and rigid disks and blank electro-magnetic recording media

UNITED STATIONERS SUPPLY CO. COLE LEGAL RECORD (STYLIZED) USA 16 10/2/47 4/19/49 71/536529 508745 4/19/09 EXP

GOOD Legal blank forms

UNITED STATIONERS SUPPLY CO. COMFORT GRIP USA 16 3/19/93 11/25/97 74/369618 2116492 8/25/03 11/25/03 8&15 STAT

GOOD Writing instruments, namely pens and pencils

UNITED STATIONERS SUPPLY CO. COMPUTER TERMINAL WITH ARMS DESIGN USA 42 1/20/84 5/7/85 73/461649 1334819 5/7/05 EXP

GOOD Leasing access time to a computer data base in the field of office products; leasing computer programs and hardware; retail computer store services

UNITED STATIONERS SUPPLY CO. CONCEPT 90 USA 16 4/20/88 12/6/88 73/723572 1515376 12/6/08 EXP

GOOD Promotional price catalog for office products dealers

UNITED STATIONERS SUPPLY CO. DERMABRAND USA 3 7/30/99 10/29/02 75/764126 2643386 10/29/08 10/29/12 8&15 EXP

GOOD Antibacterial hand soap

TRADEMARK STATUS REPORT

Printed: 3/4/03

Owner	Trademark	Country / Class	Appln. Date / Appln. No.	Reg. Date / Reg. No.	Use	Log / Docket	Next Action	Next Action
UNITED STATIONERS SUPPLY CO.	ENVELOPE DESIGN	USA 35	12/13/99 / 75/870759	9/25/01 / 2492017			9/25/07 / 9/25/11	8&15 EXP
	GOOD Marketing services comprising costing, listing and pricing programs made available to retail and industrial office and business supply products dealers, and compiling, arranging and publishing merchandise catalogs and advertising materials for commercial stationers, and distributorship services in the field of office equipment and office and business supply products in class 35;							
UNITED STATIONERS SUPPLY CO.	EXECUTIVE IMPRESSIONS	USA 16	12/17/93 / 74/470458	5/5/98 / 2155076			5/5/04 / 5/5/03	8&15 STAT
	GOOD Photo albums and desk accessories namely in/out boxes, pencil cups, calendar trays, business card and paperclip holders, and tape dispensers							
UNITED STATIONERS SUPPLY CO.	FULFILLMENT THAT DELIVERS YOUR BRAND	USA 35	9/12/00 / 76/127264	7/2/02 / 2589674			7/2/08 / 7/2/12	8&15 EXP
	GOOD Order fulfillment services for others, namely, receiving, assembling, picking, packaging, consolidating and preparing merchandise orders for shipment in International Class 35							
UNITED STATIONERS SUPPLY CO.	HANDS DESIGN	USA 35	9/14/01 / 76/312509	5/21/02 / 2571420			5/21/08 / 5/21/12	8&15 EXP
	GOOD Distributorships featuring janitorial, sanitation and cleaning supplies							

TRADEMARK STATUS REPORT

Printed: 3/4/03

Owner	Trademark	Country / Class	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Use	Docket	Next Action
UNITED STATIONERS SUPPLY CO.	HARBOUR CREATIONS	USA 20	1/3/95 74/617079		12/17/96 2024470			6/17/03 7/8/03	GRACE* STAT

GOOD Office furniture

UNITED STATIONERS SUPPLY CO.	INTELLINET	USA 9	5/6/96 75/099674		3/10/98 2143324			3/10/04 3/10/03	8&15 STAT
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GOOD Computer software, namely software which allows a user to view a catalogue of products offered by wholesale distributors of office supply products, office furniture products, computer products and janitorial products, for use by businesses which purchase these products and by retailers

UNITED STATIONERS SUPPLY CO.	NED	USA 35 39	12/12/00 76/179229		7/2/02 2587795			7/2/08 7/2/12	8&15 EXP
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GOOD Order fulfillment services for others, namely, receiving, assembling, picking, packaging, consolidating and preparing merchandise orders for shipment and providing customer service in International Class 35 Freight ship transport for others of office supplies; warehouse storage and warehouse services for others of office supplies; delivery of goods for others by truck and air in International Class 39

UNITED STATIONERS SUPPLY CO.	OFFICE IMPRESSIONS	USA 20	3/19/93 74/369175		7/12/94 1845143			7/12/04	EXP
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GOOD Office furniture; namely, desks, chairs, tables, book cases and cabinets

UNITED STATIONERS SUPPLY CO.	IS INFORMATION SYSTEMS AND WIZARD CHARACTER	USA 41	5/24/82 73/366337		4/12/83 1234956			4/12/03 3/12/03	EXP STAT
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GOOD Educational services namely conducting seminars, training programs and classes relating to how to use and sell information systems supplies

TRADEMARK STATUS REPORT

Printed: 3/4/03

Owner	Trademark	Country / Class	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Use	Log	Next Action	Next Action
UNITED STATIONERS SUPPLY CO.	LAGASSE	USA 35	9/14/01 76/312507		9/10/02 2619155		9/10/08	SEC 8	9/10/12	EXP

GOOD Distributorships featuring janitorial, sanitation and cleaning supplies

UNITED STATIONERS SUPPLY CO.	MATCHBOOK	USA 16	4/10/89 73/792175		11/21/89 1567143				11/21/09	EXP
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GOOD Periodically published guidebook for matching information systems supplies to office machines and computerized equipment

UNITED STATIONERS SUPPLY CO.	ORDER PEOPLE	USA 35	3/31/00 76/014863		1/21/03 2679123				5/26/03	STAT
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GOOD Third-party fulfillment services rendered to online vendors of a wide array of goods and services.

UNITED STATIONERS SUPPLY CO.	PRIMESOURCE	USA 42	7/28/94 74/554617		5/12/98 2157082				5/12/04 2/12/04	8&15 STAT
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GOOD Wholesale distributorship services for products in the field of business and office supplies and equipment, furnishings and furniture; computer and electronic products and supplies; janitorial and sanitary products and supplies

UNITED STATIONERS SUPPLY CO.	REDI AND DESIGN	USA 35	7/26/82 73/376486		11/22/83 1258826				11/22/03 5/22/03	EXP STAT
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GOOD Automated inventory management and control and services y computer for office supplies and equipment sold to dealers

TRADEMARK STATUS REPORT

Printed: 3/4/03

Owner UNITED STATIONERS SUPPLY CO.
 Trademark SCORE
 Country / Class USA 42
 Appln. No. 75/511561
 Reg. Date 2/11/86
 Reg. No. 1382790
 Use 2/11/06
 Docket EXP
 Log
 Next Action
 Next Action

GOOD Providing access to an on-line database containing office product merchandise orders and stock and price information

UNITED STATIONERS SUPPLY CO. THE BIGGEST BOOK USA 35 3/1/01 76/218002 9/3/02 2614572 9/3/08 8&15 9/3/12 EXP

GOOD Providing electronic catalog services featuring office products and providing consumer information in the field of office products in International Class 35

UNITED STATIONERS SUPPLY CO. THE SYSTEM WORKS. FOR YOU USA 35 9/14/01 76/312508 5/21/02 2571419 5/21/08 8&15 5/21/12 EXP

GOOD Distributorships featuring janitorial, sanitation and cleaning supplies

UNITED STATIONERS SUPPLY CO. TOTAL FULFILLMENT USA 35 3/19/92 74/257105 12/1/92 1736996 5/1/03 GRACE 1/1/03 STAT

GOOD Marketing research and analysis directed to buyers of wholesale office products

UNITED STATIONERS SUPPLY CO. UNILABEL AND DESIGN USA 16 12/30/85 73/575660 1/27/87 1426529 1/27/07 EXP

GOOD Self adhering paper labels which display product and pricing information compatible with an order entry computer program for use by dealers in the office product supply field

TRADEMARK STATUS REPORT

Printed: 3/4/03

Owner	Trademarks	Country / Class	Appln. No.	Reg. Date	Use	Docket	Log	Next Action
UNITED STATIONERS SUPPLY CO.	UNITLINK	USA 35	4/8/87 73/653927	3/5/91 1637064	3/5/11	EXP		

GOOD Consulting services rendered by an office products wholesaler distributor to an office products dealer for interfacing the dealer's order entry and inventory control computer system with the computer system of the distributor

UNITED STATIONERS SUPPLY CO.	UNISAN	USA 21	4/18/94 74/513397	10/22/96 2010540			4/22/03 3/1/03	GRACE STAT
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GOOD Bathroom cleaning preparations, glass cleaning preparations, floor cleaning preparations carpet cleaners and stain removers, metal polish, floor finishing preparations (con't.) in Cl. 3; Room deodorizer compositions (con't.) in Cl. 5; trash can liners in cl. 16; Brooms, floor sweeping brushes, bowl cleaning brushes, furniture and window dusters, mops, buckets in Cl. 21 (SEE FILE FOR , drain openers degreasing preparations (not used in the manufacturing process) for use on floor and wall surfaces all

UNITED STATIONERS SUPPLY CO.	UNISAN (STYLIZED)	USA 3; 5; 16; 21	5/24/94 74/528808	10/1/96 2004776			4/1/03 3/1/03	GRACE STAT
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GOOD Bathroom cleaning preparations, glass cleaning preparations, floor cleaning preparations carpet cleaners and stain removers, metal polish, floor finishing preparations (con't.) in Cl. 3; Room deodorizer compositions (con't.) in Cl. 5; trash can liners in cl. 16; Brooms, floor sweeping brushes, bowl cleaning brushes, furniture and window dusters mops, buckets in Cl. 21 (SEE FILE FOR , drain openers degreasing preparations (not used in the manufacturing process) for use on floor and wall surfaces all

UNITED STATIONERS SUPPLY CO.	UNITAPE	USA 9	2/12/82 73/349978	1/24/84 1264767			1/24/04 12/24/03	EXP STAT
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GOOD Computer programs in the form of magnetic tape and discs to be used in the retail and industrial office products industry

UNITED STATIONERS SUPPLY CO.	UNITED FACILITY SUPPLY	USA 42	8/19/94 74/563057	6/10/97 2070224			6/10/03 12/10/03	8&15 STAT
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GOOD Distributorship services to dealers if business facility maintenance and management supplies and equipment namely business office seating and storage products, cleaning, sanitary products safety and security products for businesses, business personnel ergonomic and comfort products, appliances and convenience supplies of business kitchens maintenance tools and supplies for businesses, and warehouse and mailroom supplies

TRADEMARK STATUS REPORT

Printed: 3/4/03

Owner	Trademark	Country / Class	Appln. No.	Reg. No.	Use	Log	Next Action	Next Action
UNITED STATIONERS SUPPLY CO.	UNITED STATIONERS	USA 35	12/13/99 75/870758	9/11/01 2486918	9/11/07	8&15	9/11/11	EXP

GOOD Marketing services comprising costing, listing and pricing programs made available to retail and industrial office and business supply products dealers, and compiling, arranging and publishing merchandise catalogs and advertising materials for commercial stationers, and distributorship services in the field of office equipment and office business supply products in class 35;

UNITED STATIONERS SUPPLY CO.	UNITED STATIONERS AND DESIGN	USA 35	10/9/81 73/331788	8/23/83 1249235			8/23/03 2/23/03	EXP STAT
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GOOD Marketing services comprising costing, listing and pricing programs made available to retail and industrial office products dealers

UNITED STATIONERS SUPPLY CO.	UNITED STATIONERS AND DESIGN	USA 35	4/17/78 73/166845	5/22/79 1118921			5/22/09	EXP
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GOOD Compiling arranging and publishing merchandise catalogs and advertising materials for commercial stationers

UNITED STATIONERS SUPPLY CO.	UNITED STATIONERS AND DESIGN	USA 42	3/21/88 73/717911	11/22/88 1514147			11/22/08	EXP
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GOOD Distributorship services in the field of office equipment and supplies

UNITED STATIONERS SUPPLY CO.	UNIVERSAL (STYLIZED)	USA 16	5/17/91 74/167640	7/26/94 1846688			7/26/04	EXP
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GOOD Office supply products; namely file folders and jackets, index and rotary file cards, transparency film, easel pads, facsimile thermal paper, printout, filler, typewriter, xerographic, laser and plain paper, and paper pads, construction paper, envelopes, cash register and adding machine paper rolls, stenographic pads, rubber bands, staples, sealing filament and masking tape, correction fluid, fasteners, card files and holders, ring and view binders and covers, and poster board

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UNITED STATIONERS SUPPLY CO.	UNIVERSAL (STYLIZED)	USA 9	5/6/91 74/167639		2/28/95 1881035		2/28/05	Docket EXP		
	GOOD Calculators									
UNITED STATIONERS SUPPLY CO.	WEBScore	USA 35	1/2/01 76/188210	8/20/02 2609037					8/20/08 8/20/12	8&15 EXP
	GOOD Online wholesale distributorship services featuring office supplies and providing information regarding merchandise order, stock and pricing via global computer network									
UNITED STATIONERS SUPPLY CO.	WINDSOFT	USA 16	3/1/01 76/218001	3/5/02 2544665					3/5/08 3/5/12	8&15 EXP
	GOOD Paper products, namely, paper towels, toilet paper, facial tissue, and paper napkins									
UNITED STATIONERS SUPPLY CO.	WIZARD OF IS (STYLIZED)	USA 41	5/24/82 73/366239	6/14/83 1242385					6/14/03 5/14/03	EXP STAT
	GOOD Educational services namely conducting seminars training programs, and classes relating to how to use and sell information system supplies									

TRADEMARK STATUS REPORT

Printed: 3/4/03

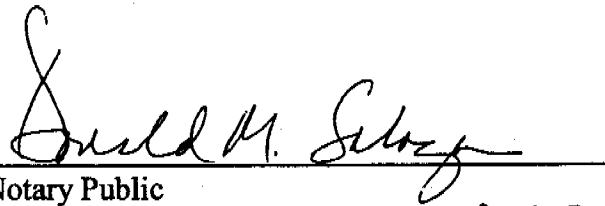
Schedule B
to
Trademark Security Agreement
Dated as of March 21, 2003
License Agreements

None.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 21st day of March, 2003, by Brian S. Cooper, the Senior Vice President, Treasurer and Assistant Secretary of United Stationers Supply Co., an Illinois corporation, on behalf of such corporation.

RONALD M. SALAZAR
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 1-25-2005



Notary Public
My commission expires: 1-25-2005

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

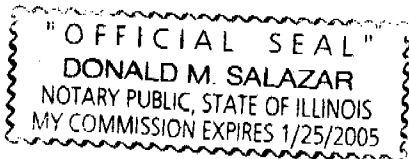
The foregoing Trademark Security Agreement was acknowledged before me this 21st day of March, 2003, by Brian S. Cooper, the Vice President and Treasurer of Lagasse, Inc., a Louisiana corporation, on behalf of such corporation.



Donald M. Salazar
Notary Public
My commission expires: 1-25-2005

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 21st day of March, 2003, by Brian S. Cooper, the Vice President and Treasurer of Azerty Incorporated, a Delaware corporation, on behalf of such corporation.



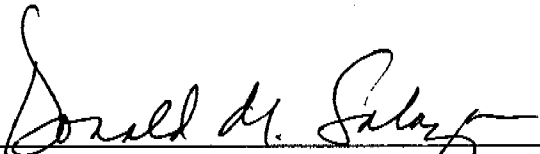
Donald M. Salazar

Notary Public
My commission expires: 1-25-2005

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 21st day of March, 2003, by Molly Morawski, an Authorized Officer of Bank One, NA (Main Office Chicago), a national banking association, on behalf of such association, as Agent.

NOTARY PUBLIC
DONALD M. SALAZAR
STATE OF ILLINOIS



Notary Public
My commission expires: 1-25-2005