

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMX, Inc.		07/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wachovia Capital Finance Corporation (Central)
Street Address:	150 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	n/a: ILLINOIS

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Serial Number:	78917257	SCHOOLED
Serial Number:	78716865	OFFICEMAX HAVE IT ALL PLEDGE
Serial Number:	78718560	OFFICEMAX
Serial Number:	78769737	OM WORKSPACE
Serial Number:	78956525	OFFICEMAX IMPRESS
Serial Number:	78717603	OFFICEMAX
Serial Number:	78717610	OFFICEMAX
Serial Number:	78958730	TUL
Serial Number:	78716874	NOW YOU CAN HAVE IT ALL. GUARANTEED.
Serial Number:	78873189	OFFICEMAX FILLING STATION
Serial Number:	78716878	NOW YOU CAN HAVE IT ALL. GUARANTEED.
Serial Number:	78716881	NOW YOU CAN HAVE IT ALL. GUARANTEED.
Serial Number:	78716869	OFFICEMAX HAVE IT ALL PLEDGE
Serial Number:	78716857	OFFICEMAX HAVE IT ALL PLEDGE

OP \$1790.00 78917257

Serial Number:	78661161	TUL
Serial Number:	78423786	OFFICEMAX DOCUMENT EXPRESS
Serial Number:	78385826	WHAT'S YOUR THING?
Serial Number:	78369216	MAXINSTALL
Serial Number:	77169305	OFFICEMAX ADVANTAGE
Serial Number:	77127549	BUILD YOUR DREAM OFFICE
Serial Number:	77197260	CREATE PRINT PRESENT
Serial Number:	77062792	CTRL CENTER
Serial Number:	77175737	SCHOOLIO VON HOOLIO
Serial Number:	77020546	OMX IMPRESS
Serial Number:	77127552	POWER OF PAPER
Serial Number:	76543589	OFFICEMAX EXPRESS
Serial Number:	76404051	MAXPERKS
Serial Number:	76401639	MAXMOMENT
Serial Number:	76357359	MAX MEANS MORE
Serial Number:	76311880	MAXMEMORIES
Serial Number:	76277089	PAPER TO THE MAX
Serial Number:	76155430	OFFICEMAX DOCUMENT SERVICES
Serial Number:	76155409	MADE AT THE MAX
Serial Number:	76155407	MADE AT THE MAX
Serial Number:	76154913	MAXBACKUP
Serial Number:	76154912	MAXMEETING
Serial Number:	76154911	MAXMAILBOX
Serial Number:	76075031	YOU SUPPLY THE AMBITION. WE'LL SUPPLY EVERYTHING ELSE.
Serial Number:	76075030	OFFICEMAX. YOU SUPPLY THE AMBITION. WE'LL SUPPLY EVERYTHING ELSE.
Serial Number:	76068434	OFFICEMAX.COM WHERE SMART BUSINESS IS GOING
Serial Number:	76068433	OFFICEMAX.COM WHERE SMART BUSINESS IS GOING
Serial Number:	76068425	WHERE SMART BUSINESS IS GOING
Serial Number:	76047543	SHOP LIKE SANTA SAVE LIKE SCROOGE
Serial Number:	75300316	@MAX
Serial Number:	75488984	OFFICE EDITIONS
Serial Number:	75487866	OFFICEMAX
Serial Number:	75466003	TECH SOLUTIONS

Registration Number:	2221787	OFFICEMAX MAXFINANCIAL
Serial Number:	75181665	OFFICEMAX TRIMAX SUPER CENTER
Serial Number:	75181664	MAXBUCKS
Serial Number:	75114554	FURNITUREMAX
Serial Number:	75114553	OFFICEMAX
Serial Number:	75109628	TECHMAX
Serial Number:	75078438	CHECKMAX
Serial Number:	75078437	QUICKMAX CATALOG, THE NEXT BEST WAY TO SHOP OFFICEMAX
Serial Number:	75031484	COPYMAX LINK
Serial Number:	75003972	TRIMAX
Serial Number:	75003971	TRIMAX SUPER CENTER
Serial Number:	74634300	COPYMAX
Serial Number:	74484160	MAXASSURANCE
Serial Number:	74614422	FURNITUREMAX
Serial Number:	74713814	MAX
Serial Number:	74484890	DIRECTMAX PLUS
Serial Number:	74477782	MAXBRITE
Serial Number:	74331115	MAXPERKS
Serial Number:	74273299	SAVINGS IS THE BOTTOM LINE
Serial Number:	74221536	OFFICEMAX
Serial Number:	74020881	CHECKMAX PRICING
Serial Number:	73411371	COPIMAX
Serial Number:	73716070	OFFICEMAX
Registration Number:	2613372	OFFICEMAX DOCUMENT SERVICES

CORRESPONDENCE DATA

Fax Number: (917)368-7136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-905-3662
Email: mfarinas@oshr.com
Correspondent Name: Mercedes Farinas
Address Line 1: 230 Park Avenue
Address Line 2: Otterbourg, Steindler, Houston, Rosen
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Mercedes Farinas
Signature:	/Mercedes Farinas/

TRADEMARK

Date:

07/31/2007

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT AND ASSIGNMENT FOR SECURITY

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated as of July 12, 2007, is by and between OMX, INC., a Delaware corporation ("Debtor") and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), an Illinois corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as Lenders (in such capacity "Agent").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor, Wachovia Capital Finance Corporation (Central), an Illinois corporation, in its capacity as agent (in such capacity, together with its successors and assigns, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Debtor or certain of its affiliates as set forth in the Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements (as defined therein) and to make loans and advances and provide other financial accommodations to certain affiliates of Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants to Secured Party, a continuing security interest in and a general lien upon, and a collateral assignment (which shall not be deemed to be a present or absolute assignment) of, the following, to the extent affixed to or otherwise used in connection with the manufacture, sale or distribution of any Inventory or other Collateral (as defined in the Loan Agreement) or in connection with the monitoring or administration of Inventory or other Collateral (as defined in the Loan Agreement) in the United States or the United States Virgin Islands (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's Trademarks, trade names, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any

time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks to the extent assignable; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. For purposes hereof, the Obligations secured hereby shall include (but are not limited to) obligations owing to Secured Parties (as defined in the Loan Agreement) to the extent included in the Obligations secured under Section 5.1 of the Loan Agreement.

2. Debtor hereby represents, warrants and covenants with and to Secured Party the following;

(a) Debtor shall, at Debtor's expense, use all commercially reasonable efforts to perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, in each case other than immaterial Trademarks no longer used in the business of Debtor or any of its affiliates as currently conducted or proposed to be conducted in the future and Trademarks disposed in accordance with the terms and provisions of the Loan Agreement.

(b) Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(c) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto.

(d) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to

Secured Party hereunder and under the Loan Agreement. Such Special Power of Attorney shall become effective at any time that an Event of Default exists or has occurred and is continuing.

(e) Debtor shall provide Secured Party with written notice within thirty (30) days following the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in the U.S. Virgin Islands if such Trademark constitutes Collateral under this Agreement. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto to the extent such Trademark constitutes Collateral thereunder. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments and such other documents as may be requested by Secured Party to evidence the security interest in and collateral assignment (which shall not be deemed to be a present or absolute assignment) of such Trademark (to the extent such Trademark constitutes Collateral hereunder) in favor of Secured Party.

(f) Debtor shall render any assistance, as Secured Party shall in good faith determine is necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof, to maintain such application and registration of the Trademarks (to the extent such Trademark constitutes Collateral hereunder) as Debtor's exclusive property and to protect Secured Party's interests and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability, opposition, interference, and cancellation proceedings.

3. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, and subject to 15 U.S.C. §1060(a)(1), Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks (to the extent such Trademark constitutes Collateral hereunder) or any marks similar thereto (to the extent such Trademark constitutes Collateral hereunder) for any purpose whatsoever. Secured Party may make use of any Trademarks (to the extent such Trademark constitutes Collateral hereunder) for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate for the purpose of exercising its rights and remedies under the Loan

Agreement. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries, for the purpose of exercising its rights and remedies under the Loan Agreement.

(c) In addition to the foregoing, in order to implement the foregoing, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 2(d) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), to the extent such items constitute Collateral hereunder, in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(d) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

4. Debtor acknowledges and affirms that the rights and remedies of Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

5. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois and the federal laws of the United States of America.

6. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such term in the Loan Agreement. The words "hereof", "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

7. This Agreement and any other document referred to herein shall be binding upon Debtor and its successors and assigns and inure to the benefit of Secured Party and the other Secured Parties and their respective successors and assigns and be enforceable by Secured Party and its successors and assigns.

8. This Agreement (a) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (b) may be executed and delivered by telecopier or other electronic means with the same force and effect as if it were as a manually executed and delivered counterpart.

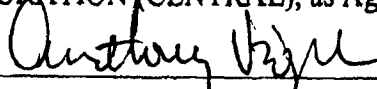
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

OMX, INC.

By: 

Title: VP + Treasurer

WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent

By: 

Title: Director

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

See Attached

INTELLECTUAL PROPERTY LIEN

OMX, INC.

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION – FIBERNET TELECOM GROUP, INC.				
MARK	SERIAL & REGISTRATION NUMBER	FILING DATE	REGISTRATION STATUS	ASSIGNMENT STATUS
SCHOOLED	78917257	6/26/2006	PENDING	NONE
OFFICEMAX HAVE IT ALL PLEDGE	78716865	9/20/2005	PENDING	NONE
OFFICEMAX	78718560 3243773	9/22/2005	REGISTERED	NONE
OM WORKSPACE	78769737	12/08/2005	PENDING	NONE
OFFICEMAX IMPRESS	78956525	08/21/2006	PENDING	NONE
OFFICEMAX	78717603 3224191	9/21/2005	REGISTERED	NONE
OFFICEMAX	78717610 3210546	9/21/2005	REGISTERED	NONE
TUL	78958730	8/23/2006	PENDING	NONE
NOW YOU CAN HAVE IT ALL. GUARANTEED.	78716874	9/20/2005	PENDING	NONE
OFFICEMAX FILLING STATION	78873189	05/01/2006	PENDING	NONE
NOW YOU CAN HAVE IT ALL. GUARANTEED.	78716878	09/20/2005	PENDING	NONE
NOW YOU CAN HAVE IT ALL. GUARANTEED	78716881	09/20/2005	PENDING	NONE
OFFICEMAX HAVE IT ALL PLEDGE	78716869	09/20/2005	PENDING	NONE
OFFICEMAX HAVE IT ALL PLEDGE.	78716857	09/20/2005	PENDING	NONE
TUL	78661161 3146940	06/29/2005	REGISTERED	NONE
OFFICEMAX DOCUMENT EXPRESS	78423786 2989356	05/24/2004	REGISTERED	NONE
WHAT'S YOUR THING?	78385826 3066709	03/17/2004	REGISTERED	NONE
MAXINSTALL	78369216 3014974	02/17/2004	REGISTERED	NONE

FEDERAL REGISTRATION – FIBERNET TELECOM GROUP, INC.

MARK	SERIAL & REGISTRATION NUMBER	FILING DATE	REGISTRATION STATUS	ASSIGNMENT STATUS
OFFICEMAX ADVANTAGE	77169305	04/30/2007	PENDING	NONE
BUILD YOUR DREAM OFFICE	77127549	03/09/2007	PENDING	NONE
CREATE PRINT PRESENT	77197260	06/04/2007	PENDING	NONE
CTRL CENTER	77062792	12/12/2006	PENDING	NONE
SCHOOLIO VON HOOLIO	77175737	05/08/2007	PENDING	NONE
OMX IMPRESS	77020546	10/13/2007	PENDING	NONE
POWER OF PAPER	77127552	03/09/2007	PENDING	NONE
OFFICEMAX EXPRESS	76543589 2878901	09/10/2003	REGISTERED	NONE
MAXPERKS	76404051 2683472	05/06/2002	REGISTERED	NONE
MAXMOMENT	76401639 2686292	04/30/2002	REGISTERED	NONE
MAX MEANS MORE	76357359 2659080	1/10/2002	REGISTERED	NONE
MAXMEMORIES	76311880 2571412	9/13/2001	REGISTERED	NONE
PAPER TO THE MAX	76277089 2604403	06/27/2001	REGISTERED	NONE
OFFICEMAX DOCUMENT SERVICES	76155430 2613373	10/27/2000	REGISTERED	NONE
OFFICEMAX DOCUMENT SERVICES	7615540 2613372	10/27/2000	REGISTERED	NONE
MADE AT THE MAX	76155409 2602457	10/27/2000	REGISTERED	NONE
MADE AT THE MAX	76155407 2811038	10/27/2000	REGISTERED	NONE
MAXBACKUP	76154913 2546643	10/27/2000	REGISTERED	NONE
MAXMEETING	76154912 2533928	10/27/2000	REGISTERED	NONE
MAXMAILBOX	76154911 2506364	10/27/2000	REGISTERED	NONE
YOU SUPPLY THE AMBITION. WE'LL SUPPLY EVERYTHING ELSE	76075031 2484943	6/20/2000	REGISTERED	NONE
OFFICEMAX. YOU SUPPLY THE AMBITION. WE'LL	76075030 2516816	6/20/2000	REGISTERED	NONE

FEDERAL REGISTRATION – FIBERNET TELECOM GROUP, INC.				
MARK	SERIAL & REGISTRATION NUMBER	FILING DATE	REGISTRATION STATUS	ASSIGNMENT STATUS
SUPPLY EVERYTHING ELSE.				
OFFICEMAX.COM WHERE SMART BUSINESS IS GOING	76068434 2729723	6/13/2000	REGISTERED	NONE
OFFICEMAX.COM WHERE SMART BUSINESS IS GOING	76068433 2729722	6/13/2000	REGISTERED	NONE
WHERE SMART BUSINESS IS GOING	76068425 2729721	6/13/2000	REGISTERED	NONE
SHOP LIKE SANTA SAVE LIKE SCROOGE	76047543 2465566	5/12/2000	REGISTERED	NONE
@ MAX	75300316 2169513	5/27/1997	REGISTERED	ASSIGNED FROM OFFICEMAX ON 4/27/1999
OFFICE EDITIONS	75488984 2598263	05/21/1998	REGISTERED	NONE
OFFICEMAX	75487866	5/19/1998	REGISTERED	NONE
TECH SOLUTIONS	75466003 2547607	4/10/1998	REGISTERED	NONE
OFFICEMAX MAXFINANCIAL	7545628 2221787	3/25/1998	REGISTERED	NONE
OFFICEMAX TRIMAX SUPER CENTER	75181665 2179294	10/15/1994	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 4/27/1999
MAXBUCKS	75181664 2143555	10/16/1996	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 02/20/1998
FURNITUREMAX	75114554 2122359	06/05/1996	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 02/20/1998
OFFICEMAX	75114553 2114795	06/05/1996	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 02/20/1998

FEDERAL REGISTRATION – FIBERNET TELECOM GROUP, INC.

MARK	SERIAL & REGISTRATION NUMBER	FILING DATE	REGISTRATION STATUS	ASSIGNMENT STATUS
TECHMAX	75109628 2152953	05/24/1996	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 02/20/1998
CHECKMAX	75078438 2060951	03/25/1996	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
QUICKMAX CATALOG, THE NEXT BEST WAY TO SHOP OFFICEMAX	75078437 2141397	03/25/1996	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 02/20/1998
COPYMAX LINK	75031484 2438688	12/12/1995	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 08/11/2000
TRIMAX	75003972 2601304	10/02/1995	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 08/11/2000
TRIMAX SUPER CENTER	75003971 2112763	10/02/1995	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 02/20/1998
COPYMAX	74634300 2446611	02/14/1995	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 03/13/2001
MAXASSURANCE	74484160 2090302	01/19/1994	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
FURNITUREMAX	74614422 1958637	12/22/1994	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998

FEDERAL REGISTRATION – FIBERNET TELECOM GROUP, INC.				
MARK	SERIAL & REGISTRATION NUMBER	FILING DATE	REGISTRATION STATUS	ASSIGNMENT STATUS
MAX	74713814 2094099	08/10/1995	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
DIRECTMAX PLUS	74484890 1924046	01/31/1994	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
MAXBRITE	74477782 1882152	01/10/1994	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
MAXPERKS	74331115 1836359	11/16/1992	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
SAVINGS IS THE BOTTOM LINE	74273299 1743782	05/08/1992	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
OFFICEMAX	74221536 1715669	11/08/1991	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
CHECKMAX PRICING	74020881 1621728	01/22/1999	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
COPIMAX	73411371 1280107	01/28/1983	REGISTERED	ASSIGNED FROM OFFICEMAX INC. ON 01/12/1998
OFFICEMAX	73716070 1511330	03/11/1988	REGISTERED	ASSIGNED FROM OFFICEMAX INC.

FEDERAL REGISTRATION – FIBERNET TELECOM GROUP, INC.

MARK	SERIAL & REGISTRATION NUMBER	FILING DATE	REGISTRATION STATUS	ASSIGNMENT STATUS
				ON 01/12/1998

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that OMX, INC. (Debtor”), hereby appoints and constitutes, WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any Trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

3. This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: July __, 2007

OMX, INC.

By: _____

Title: _____

STATE OF)
) ss.
COUNTY OF)

On the __ day of July, 2007, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the _____ of OMX, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public