

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE OFFICE CLUB, INC.		01/12/2016	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE FOR THE BENEFIT OF THE SECURED PARTIES		
Street Address:	60 LIVINGSTON AVENUE		
City:	SAINT PAUL		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4830399	GEAR UP FOR GREAT	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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:	2483584400		
Email:	trademarks@brookskushman.com		
Correspondent Name:	MOLLY MACK CRANDALL		
Address Line 1:	1000 TOWN CENTER, 22ND FLOOR		
Address Line 2:	BROOKS KUSHMAN P.C.		
Address Line 4:	SOUTHFIELD, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	OFDE0108A		
NAME OF SUBMITTER:	MOLLY MACK CRANDALL		
SIGNATURE:	/mollymackcrandall/		
DATE SIGNED:	01/29/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 12, 2016, (the "Trademark Security Agreement"), made by each of the undersigned Grantors (individually, an "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 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") dated March 14, 2012 in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this Trademark 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 Trademark Security Agreement, the term "Trademarks" shall mean (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, trade dress, slogans, logos, other source or business identifiers, designs and general intangibles of a like nature, and with respect to any and all of the foregoing: (i) all registrations and applications for any of the foregoing, (ii) all extensions or renewals of any of the foregoing, (iii) all common-law rights related thereto, (iv) all corresponding rights thereto throughout the world, (v) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (vi) the right to sue for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, 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 Trademark 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 Trademark Collateral"):

- (a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks 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 Trademark Security Agreement shall not extend to any Trademark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such Trademark prior to the filing of a statement of use or amendment to allege use of such Trademark, if the grant of the security interest therein as contemplated by the Security Agreement would result in the unenforceability or invalidity of such Trademark application or the registration that issues therefrom; *provided*, that to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part, and other Excluded Assets.

SECTION 3. Security Agreement. The lien and security interest granted to the Assignee, pursuant to this Trademark 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 Trademarks 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 Trademark 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 Trademark 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 Trademark 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 Trademark 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 TRADEMARK 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 Trademark 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 Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

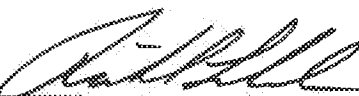
SECTION 8. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. 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 Trademark Security Agreement, or of any amendment or waiver of any provision of this Trademark 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 Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

THE OFFICE CLUB, INC., as a Grantor

By: 
Stephen E. Hare
Vice President and Chief Financial
Officer

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 Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

THE OFFICE CLUB, INC., as a Grantor

By: _____

Stephen E. Hare
Vice President and Chief Financial
Officer

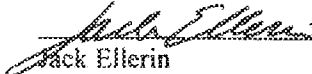
By: _____

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

OFFICE DEPOT Q4 2015 TRADEMARK REGISTRATIONS

Mark/Status	Owner/Company	Status/Status Date	Serial/Reg. No.	Goods/Services	Int'l Class
GEAR UP FOR GREAT	The Office Club, Inc. (a CALIFORNIA CORPORATION)	REGISTRATION 10/13/2015	86/499926 4830399	Retail store services, online retail store services and business-to-business retail services and wholesale distributorship services through direct solicitation by sales agents all featuring office supplies, office machines, office equipment and office furniture.	35