

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	5

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAPPY STUDIO, INC.		09/12/2017	Corporation: DELAWARE
QUILL LINCOLNSHIRE, INC.		09/12/2017	Corporation: DELAWARE
SCHOOLKIDZ.COM, LLC		09/12/2017	Limited Liability Company: DELAWARE
STAPLES CONTRACT & COMMERCIAL, INC.		09/12/2017	Corporation: DELAWARE
STAPLES, INC.		09/12/2017	Corporation: DELAWARE
STAPLES BRANDS INC.		09/12/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	ONE BOSTON PLACE, 19TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

## PROPERTY NUMBERS Total: 198

Property Type	Number	Word Mark
Registration Number:	5044326	M
Registration Number:	4318877	HAPPY.
Registration Number:	4318765	HAPPY
Registration Number:	4318764	HAPPY
Registration Number:	4813740	QUILL.COM A SMALL PART OF YOUR JOB IS 10
Registration Number:	4484263	QUILL.COM REWARDS
Registration Number:	4346067	EQUILL
Registration Number:	4349388	ELECTRONIC QUILL INC.
Registration Number:	4334633	ELECTRONIC QUILL
Registration Number:	3363346	EZ FOLD
Registration Number:	2934015	QUILL BRAND
Registration Number:	2786458	QUILL.COM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1429698	
Registration Number:	1440952	QUILL
Registration Number:	1448029	QUILL
Registration Number:	1308493	QUILL
Registration Number:	1311725	QUILL
Registration Number:	1307967	Q QUILL
Registration Number:	1262327	QUILL
Registration Number:	1132012	QUILL
Registration Number:	2500309	KITS FOR KIDZ
Registration Number:	2188851	HELPING YOU MAKE THE GRADE!
Registration Number:	2235790	TEACHER TAILORED
Registration Number:	2339302	TEACHER'SBEST
Registration Number:	3585268	SCHOOLKIDZ
Registration Number:	2724741	KINDERGARTEN WELCOME MAT
Registration Number:	2548175	GRADEREADY
Registration Number:	2545360	SCHOOLKIDZ.COM
Registration Number:	4177968	SMARTE
Registration Number:	4001904	
Registration Number:	4001903	LONESOURCE
Registration Number:	3324618	THE ONLY SOURCE YOU NEED. PERIOD.
Registration Number:	2715322	BUSINESS SUPPLY
Registration Number:	2830340	LONESOURCE
Registration Number:	3416096	POSTSCRIPT
Registration Number:	3416094	FLUENT
Registration Number:	3416093	ICEBREAKER
Registration Number:	3490326	PRINTUITION
Registration Number:	3291816	SMARTPARTS
Registration Number:	3276629	DURAPOINT
Registration Number:	3262342	DURAMARK
Registration Number:	2869383	SUSTAINABLE EARTH
Registration Number:	2843041	COASTWIDE
Registration Number:	3475842	HANDY MIX
Registration Number:	2880682	SMARTONER
Registration Number:	2619136	DIVERSITY PRODUCTS SOLUTIONS
Registration Number:	2132583	CORPORATE EXPRESS
Registration Number:	2127359	CORPORATE EXPRESS
Registration Number:	2691227	ISIS
Registration Number:	2060018	E-WAY

Property Type	Number	Word Mark
Registration Number:	1903563	EXP
Registration Number:	1937967	
Registration Number:	1828767	QUICK MIX
Registration Number:	1931821	EARTH SAVER
Registration Number:	2055623	EXP
Registration Number:	1606908	CORPORATE EXPRESS
Registration Number:	3190234	SIMPLY
Registration Number:	3287217	EASY PRINT
Registration Number:	3009313	THAT WAS EASY
Registration Number:	4529742	BUSINESS INTERIORS BY STAPLES
Registration Number:	2863271	STAPLES BUSINESS DELIVERY
Registration Number:	2774032	OPTI-FLOW
Registration Number:	2778488	COMFORT STIC
Registration Number:	2780402	ANCHOR PEN
Registration Number:	2780401	CLASSIC GRIP
Registration Number:	2612012	STAPLES CENTER
Registration Number:	2504479	STAPLES CENTER
Registration Number:	2661460	STAPLESLINK.COM
Registration Number:	2375528	SITUATIONS
Registration Number:	2397238	STAPLES.COM
Registration Number:	2003027	STAPLES NATIONAL ADVANTAGE
Registration Number:	2014936	STAPLES BUSINESS ADVANTAGE
Registration Number:	1891487	STAPLES THE OFFICE SUPERSTORE
Registration Number:	1863904	K-PRODUCTS K
Registration Number:	1716918	STAPLES EXPRESS
Registration Number:	4998338	K-PRODUCTS
Registration Number:	4990463	STAPLES BUSINESS ADVANTAGE
Registration Number:	4941383	STAPLES
Registration Number:	4941382	STAPLES
Registration Number:	4941381	STAPLES
Registration Number:	4968233	STAPLES
Registration Number:	4964022	STAPLES
Registration Number:	4941380	STAPLES
Registration Number:	4941379	STAPLES
Registration Number:	4941378	STAPLES
Registration Number:	4941377	STAPLES
Registration Number:	4941376	STAPLES
Registration Number:	4941375	STAPLES

Property Type	Number	Word Mark
Registration Number:	4926786	
Registration Number:	4989460	STAPLES BETTER
Registration Number:	4989297	MORE ACCOUNT
Registration Number:	4989296	STAPLES MORE ACCOUNT
Registration Number:	4675214	SILKSCRIBE
Registration Number:	4898951	WE MAKE IT EASY TO MAKE MORE HAPPEN
Registration Number:	4549116	MAKE MORE HAPPEN
Registration Number:	4306518	STAPLES REWARDS PLUS
Registration Number:	4511251	BOOK & RUN
Registration Number:	4198469	STAPLES NIKO
Registration Number:	4306494	STAPLES REWARDS PLUS
Registration Number:	4255264	AVANT
Registration Number:	4280705	AVANT
Registration Number:	4111213	STAPLES COPY & PRINT
Registration Number:	4191568	STAPLES EASY ON THE PLANET
Registration Number:	4035114	STAPLES INDUSTRIAL
Registration Number:	4321477	MEDICAL ARTS PRESS
Registration Number:	4022539	STAPLES MINIMATE
Registration Number:	3934566	RUNA
Registration Number:	3934385	RUNA
Registration Number:	3969136	MARKETING HQ
Registration Number:	3376599	STAPLES SPEAK EASY
Registration Number:	3360850	STAPLES SPEAK EASY
Registration Number:	3360801	MAILMATE
Registration Number:	3385468	STAPLES
Registration Number:	3345845	STAPLES STICKIES
Registration Number:	3345844	XENO
Registration Number:	3506562	HYPE
Registration Number:	3374103	DIVERSITY ONE
Registration Number:	3374102	DIVERSITY TWO
Registration Number:	3366908	ACCEL
Registration Number:	3410584	STAPLES STICKIES
Registration Number:	3690659	STAPLES SOUL IT'S WHAT MOVES US.
Registration Number:	3326761	MAILMATE
Registration Number:	3055514	GLOBAL IDENTITY
Registration Number:	3257022	VOCAZO
Registration Number:	3670975	EASY
Registration Number:	3118440	EASY

Property Type	Number	Word Mark
Registration Number:	3209658	RELAY
Registration Number:	3184658	GLOBAL IDENTITY
Registration Number:	3741172	E
Registration Number:	3276441	EASY
Registration Number:	3592967	EASY BUTTON
Registration Number:	3340940	STAPLES REWARDS
Registration Number:	3319614	STAPLES REWARDS
Registration Number:	3146564	HYPE
Registration Number:	3399403	EDIVERSITY NETWORK
Registration Number:	3313497	E@SY REBATES
Registration Number:	3038542	EASY REBATES
Registration Number:	3130803	XENO
Registration Number:	2942093	DELTA ELITE
Registration Number:	3952231	STAPLES DURA MARK
Registration Number:	3891935	STAPLES BETTER
Registration Number:	3891934	STAPLES BETTER
Registration Number:	3780897	STAPLESEASYPRINT
Registration Number:	3945034	STAPLES I SHRED U
Registration Number:	3826220	STAPLES FACILITY SOLUTIONS
Registration Number:	4029202	SUSTAINABLE EARTH
Registration Number:	3874252	SUSTAINABLE EARTH
Registration Number:	3874251	SUSTAINABLE EARTH BY STAPLES
Registration Number:	4029201	SUSTAINABLE EARTH BY STAPLES
Registration Number:	3948305	STAPLES TECHNOLOGY SOLUTIONS
Registration Number:	3948304	STAPLES TECHNOLOGY SOLUTIONS
Registration Number:	3948303	STAPLES TECHNOLOGY SOLUTIONS
Registration Number:	3948302	STAPLES TECHNOLOGY SOLUTIONS
Registration Number:	4012853	STAPLES PRINT SOLUTIONS
Registration Number:	3760085	STAPLES PRINT SOLUTIONS
Registration Number:	4012852	STAPLES PRINT SOLUTIONS
Registration Number:	3760084	STAPLES PRINT SOLUTIONS
Registration Number:	4061805	EWAY.COM
Registration Number:	3951278	ECO EASY
Registration Number:	3570067	ECO EASY
Registration Number:	3970966	STAPLES ECO EASY
Registration Number:	3948193	STAPLES ECO EASY
Registration Number:	3951277	STAPLES ECO EASY
Registration Number:	3944768	STAPLES ECO EASY

Property Type	Number	Word Mark
Registration Number:	3948192	STAPLES ECO EASY
Registration Number:	3674258	STAPLES OOPS!
Registration Number:	3970965	ECOEASY
Registration Number:	3944767	ECOEASY
Registration Number:	3944766	ECOEASY
Registration Number:	3948190	ECOEASY
Registration Number:	3944765	ECOEASY
Registration Number:	3575638	STAPLES PROMOTIONAL PRODUCTS
Registration Number:	3575637	STAPLES PROMOTIONAL PRODUCTS
Registration Number:	3674178	V-TRACK
Registration Number:	3645810	CRUNCH TIME
Registration Number:	3981827	REMARX
Registration Number:	3978455	REMARX
Registration Number:	3673876	E3 ENVIRONMENTAL ECONOMICAL EASY
Registration Number:	3986054	SIGNA
Registration Number:	3986053	SIGNA
Registration Number:	3570638	METRIX
Registration Number:	3509711	STAPLES ADVANTAGE
Registration Number:	3455046	DROP & GO
Registration Number:	3592054	OMNITECH
Registration Number:	3454948	STRATA
Registration Number:	3454945	STAPLES ECO EASY
Registration Number:	3419292	REVV
Registration Number:	3825450	M BY STAPLES
Registration Number:	3437010	LUXURA
Registration Number:	3342710	SONIX
Registration Number:	3454400	FAST TOUCH
Registration Number:	3667104	M
Registration Number:	3278434	SIMPLY
Registration Number:	3828592	STAPLES EASYTECH
Registration Number:	1512125	STAPLES
Registration Number:	1487171	STAPLES THE OFFICE SUPERSTORE
Registration Number:	1438390	STAPLES
Registration Number:	1459182	STAPLES

**CORRESPONDENCE DATA**

Fax Number: 2124464900

*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.*

**TRADEMARK**

**REEL: 006159 FRAME: 0383**

**Email:** susan.zablocki@kirkland.com  
**Correspondent Name:** Susan Zablocki  
**Address Line 1:** Kirkland & Ellis LLP  
**Address Line 2:** 601 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 24422-48

**NAME OF SUBMITTER:** Susan Zablocki

**SIGNATURE:** /susan zablocki/

**DATE SIGNED:** 09/22/2017

**Total Attachments: 17**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated September 12, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”), as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Arch Merger Sub Inc., a Delaware corporation (which on the Closing Date was merged with and into Staples, Inc., a Delaware corporation (the “Company”), with the Company surviving the Merger and resulting in the Company being, together with its permitted successors and assigns, the “Borrower”), Arch Parent Inc., a Delaware corporation (together with its permitted successors and assigns, Holdings”), Wells Fargo, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the ABL Credit Agreement dated as of September 12, 2017 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Pledge and Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “ABL Collateral”):

- (a) (i) the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto,
- (ii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments,



claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto (excluding any Excluded Assets, which include any intent-to-use applications for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the United States Patent and Trademark Office with respect thereto, but only to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from any such intent-to-use application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the ABL Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the ABL Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the State of New York.


SECTION 7. Severability. If any provision of this IP Security Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this IP Security Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


**HAPPY STUDIO, INC.,** as  
Grantor

By:   
Name: John Buchta  
Title: Treasurer

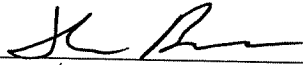
QUILL LINCOLNSHIRE, INC., as  
Grantor

By:   
Name: John Buchta  
Title: Treasurer


SCHOOLKIDZ.COM, LLC, as  
Grantor

By:   
Name: John Buchta  
Title: Treasurer

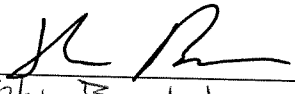
**STAPLES CONTRACT & COMMERCIAL, INC., as  
Grantor**

By:   
Name: John Buchta  
Title: Treasurer

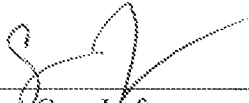
STAPLES, INC., as  
Grantor

By:   
Name: John Buchta  
Title: Treasurer

**STAPLES BRANDS INC., as**  
Grantor

By:   
Name: John Buchta  
Title: Treasurer

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent**

By:   
Name: Cory Loftus  
Title: Managing Director



SCHEDULE A

SCHEDULE A

Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Happy Studio, Inc.	M	5044326
Happy Studio, Inc.	MAKR	85983800 ITU
Happy Studio, Inc.	MAKR	85800624 ITU
Happy Studio, Inc.	HAPPY.	4318877
Happy Studio, Inc.	HAPPY	4318765
Happy Studio, Inc.	HAPPY	4318764
Quill Lincolnshire, Inc.	VIKING OFFICE PRODUCTS	86671224 ITU
Quill Lincolnshire, Inc.	VIKING	86671219 ITU
Quill Lincolnshire, Inc.	VIKING OFFICE PRODUCTS	86669855 ITU
Quill Lincolnshire, Inc.	VIKING	86669854 ITU
Quill Lincolnshire, Inc.	QUILL.COM A SMALL PART OF YOUR JOB IS 100% OF OURS	4813740
Quill Lincolnshire, Inc.	QUILL.COM REWARDS	4484263
Quill Lincolnshire, Inc.	EQUILL	4346067
Quill Lincolnshire, Inc.	ELECTRONIC QUILL INC.	4349388
Quill Lincolnshire, Inc.	ELECTRONIC QUILL	4334633
Quill Lincolnshire, Inc.	EZ FOLD	3363346
Quill Lincolnshire, Inc.	QUILL BRAND	2934015
Quill Lincolnshire, Inc.	QUILL.COM	2786458
Quill Lincolnshire, Inc.	Design Only	1429698
Quill Lincolnshire, Inc.	QUILL	1440952
Quill Lincolnshire, Inc.	QUILL	1448029
Quill Lincolnshire, Inc.	QUILL	1308493
Quill Lincolnshire, Inc.	QUILL	1311725
Quill Lincolnshire, Inc.	Q QUILL	1307967
Quill Lincolnshire, Inc.	QUILL	1262327
Quill Lincolnshire, Inc.	QUILL	1132012

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Schoolkidz.Com, LLC <sup>1</sup>	KITS FOR KIDZ	2500309
Schoolkidz.Com, LLC <sup>2</sup>	HELPING YOU MAKE THE GRADE!	2188851
Schoolkidz.Com, LLC <sup>3</sup>	TEACHER TAILORED	2235790
Schoolkidz.Com, LLC <sup>4</sup>	TEACHER'SBEST	2339302
Schoolkidz.Com, LLC <sup>5</sup>	SCHOOLKIDZ	3585268
Schoolkidz.Com, LLC <sup>6</sup>	KINDERGARTEN WELCOME MAT	2724741
Schoolkidz.Com, LLC <sup>7</sup>	GRADEREADY	2548175
Schoolkidz.Com, LLC <sup>8</sup>	SCHOOLKIDZ.COM	2545360
Staples Contract & Commercial, Inc.	SMARTE	4177968
Staples Contract & Commercial, Inc.	Design Only	4001904
Staples Contract & Commercial, Inc.	LONESOURCE	4001903
Staples Contract & Commercial, Inc.	THE ONLY SOURCE YOU NEED. PERIOD.	3324618
Staples Contract & Commercial, Inc.	BUSINESS SUPPLY	2715322
Staples Contract & Commercial, Inc.	LONESOURCE	2830340

1 Schoolkidz.Com, Inc. is the registered owner of this trademark. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademark is owned by SchoolKidz.com, LLC.

2 Schoolkidz.Com, Inc. is the registered owner of this trademark. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademark is owned by SchoolKidz.com, LLC.

3 Schoolkidz.Com, Inc. is the registered owner of this trademark. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademark is owned by SchoolKidz.com, LLC.

4 Schoolkidz.Com, Inc. is the registered owner of this trademark. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademark is owned by SchoolKidz.com, LLC.

5 Schoolkidz.Com, Inc. is the registered owner of this trademark. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademark is owned by SchoolKidz.com, LLC.

6 Schoolkidz.Com, Inc. is the registered owner of this trademark. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademark is owned by SchoolKidz.com, LLC.

7 Schoolkidz.Com, Inc. is the registered owner of this trademark. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademark is owned by SchoolKidz.com, LLC.

8 Schoolkidz.Com, Inc. is the registered owner of this trademark. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademark is owned by SchoolKidz.com, LLC.

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Inc.		
Staples, Inc.	POSTSCRIPT	3416096
Staples, Inc.	FLUENT	3416094
Staples, Inc.	ICEBREAKER	3416093
Staples, Inc.	PRINTUITION	3490326
Staples, Inc.	SMARTPARTS	3291816
Staples, Inc.	DURAPOINT	3276629
Staples, Inc.	DURAMARK	3262342
Staples, Inc.	SUSTAINABLE EARTH	2869383
Staples, Inc.	COASTWIDE	2843041
Staples, Inc.	HANDY MIX	3475842
Staples, Inc.	SMARTONER	2880682
Staples, Inc.	DIVERSITY PRODUCTS SOLUTIONS	2619136
Staples, Inc.	CORPORATE EXPRESS	2132583
Staples, Inc.	CORPORATE EXPRESS	2127359
Staples, Inc.	ISIS	2691227
Staples, Inc.	E-WAY	2060018
Staples, Inc.	EXP	1903563
Staples, Inc.	Design Only	1937967
Staples, Inc.	QUICK MIX	1828767
Staples, Inc.	EARTH SAVER	1931821
Staples, Inc.	EXP	2055623
Staples, Inc.	CORPORATE EXPRESS	1606908

Registered owner/ Grantor <sup>9</sup>	Trademark	Registration No. or Application No.
Staples Brands Inc.	SIMPLY	3190234
Staples Brands Inc.	EASY PRINT	3287217
Staples Brands Inc.	THAT WAS EASY	3009313
Staples Brands Inc.	BUSINESS INTERIORS BY STAPLES	4529742
Staples Brands Inc.	STAPLES BUSINESS DELIVERY	2863271

<sup>9</sup> Staples the Office Superstore LLC is the registered owner of the trademarks listed in this chart. The Company will file necessary documentation with the USPTO to update public records to reflect that such trademarks are owned by Staples Brands Inc.

Registered owner/ Grantor <sup>9</sup>	Trademark	Registration No. or Application No.
Staples Brands Inc.	OPTI-FLOW	2774032
Staples Brands Inc.	COMFORT STIC	2778488
Staples Brands Inc.	ANCHOR PEN	2780402
Staples Brands Inc.	CLASSIC GRIP	2780401
Staples Brands Inc.	STAPLES CENTER	2612012
Staples Brands Inc.	STAPLES CENTER	2504479
Staples Brands Inc.	STAPLESLINK.COM	2661460
Staples Brands Inc.	SITUATIONS	2375528
Staples Brands Inc.	STAPLES.COM	2397238
Staples Brands Inc.	STAPLES NATIONAL ADVANTAGE	2003027
Staples Brands Inc.	STAPLES BUSINESS ADVANTAGE	2014936
Staples Brands Inc.	STAPLES THE OFFICE SUPERSTORE	1891487
Staples Brands Inc.	K-PRODUCTS K	1863904
Staples Brands Inc.	STAPLES EXPRESS	1716918
Staples Brands Inc.	STAPLES IT'S PRO TIME	87401300
Staples Brands Inc.	IT'S PRO TIME	87401293
Staples Brands Inc.	STAPLES IT'S PRO TIME!	87386852
Staples Brands Inc.	IT'S PRO TIME!	87386846
Staples Brands Inc.	EASY	87265913
Staples Brands Inc.	EASY	87265912
Staples Brands Inc.	K-PRODUCTS	4998338
Staples Brands Inc.	STAPLES	86868355
Staples Brands Inc.	STAPLES BUSINESS ADVANTAGE	4990463
Staples Brands Inc.	STAPLES	4941383
Staples Brands Inc.	STAPLES	4941382
Staples Brands Inc.	STAPLES	4941381
Staples Brands Inc.	STAPLES	4968233
Staples Brands Inc.	STAPLES	4964022
Staples Brands Inc.	STAPLES	4941380
Staples Brands Inc.	STAPLES	4941379
Staples Brands Inc.	STAPLES	4941378
Staples Brands Inc.	STAPLES	4941377
Staples Brands Inc.	STAPLES	4941376
Staples Brands Inc.	STAPLES	4941375
Staples Brands Inc.	Design Only	4926786
Staples Brands Inc.	STAPLES BETTER	4989460

Registered owner/ Grantor <sup>9</sup>	Trademark	Registration No. or Application No.
Staples Brands Inc.	MORE ACCOUNT	4989297
Staples Brands Inc.	STAPLES MORE ACCOUNT	4989296
Staples Brands Inc.	SILKSCRIBE	4675214
Staples Brands Inc.	WE MAKE IT EASY TO MAKE MORE HAPPEN	4898951
Staples Brands Inc.	MAKE MORE HAPPEN	4549116
Staples Brands Inc.	STAPLES REWARDS PLUS	4306518
Staples Brands Inc.	BOOK & RUN	4511251
Staples Brands Inc.	STAPLES NIKO	4198469
Staples Brands Inc.	STAPLES REWARDS PLUS	4306494
Staples Brands Inc.	AVANT	4255264
Staples Brands Inc.	AVANT	4280705
Staples Brands Inc.	STAPLES COPY & PRINT	4111213
Staples Brands Inc.	STAPLES EASY ON THE PLANET	4191568
Staples Brands Inc.	STAPLES INDUSTRIAL	4035114
Staples Brands Inc.	MEDICAL ARTS PRESS	4321477
Staples Brands Inc.	STAPLES MINIMATE	4022539
Staples Brands Inc.	RUNA	3934566
Staples Brands Inc.	RUNA	3934385
Staples Brands Inc.	MARKETING HQ	3969136
Staples Brands Inc.	STAPLES SPEAK EASY	3376599
Staples Brands Inc.	STAPLES SPEAK EASY	3360850
Staples Brands Inc.	MAILMATE	3360801
Staples Brands Inc.	STAPLES	3385468
Staples Brands Inc.	STAPLES STICKIES	3345845
Staples Brands Inc.	XENO	3345844
Staples Brands Inc.	HYPE	3506562
Staples Brands Inc.	DIVERSITY ONE	3374103
Staples Brands Inc.	DIVERSITY TWO	3374102
Staples Brands Inc.	ACCEL	3366908
Staples Brands Inc.	STAPLES STICKIES	3410584
Staples Brands Inc.	STAPLES SOUL IT'S WHAT MOVES US.	3690659
Staples Brands Inc.	MAILMATE	3326761

Registered owner/ Grantor <sup>9</sup>	Trademark	Registration No. or Application No.
Staples Brands Inc.	GLOBAL IDENTITY	3055514
Staples Brands Inc.	VOCAZO	3257022
Staples Brands Inc.	EASY	3670975
Staples Brands Inc.	EASY	3118440
Staples Brands Inc.	RELAY	3209658
Staples Brands Inc.	GLOBAL IDENTITY	3184658
Staples Brands Inc.	E	3741172
Staples Brands Inc.	EASY	3276441
Staples Brands Inc.	EASY BUTTON	3592967
Staples Brands Inc.	STAPLES REWARDS	3340940
Staples Brands Inc.	STAPLES REWARDS	3319614
Staples Brands Inc.	HYPE	3146564
Staples Brands Inc.	EDIVERSITY NETWORK	3399403
Staples Brands Inc.	E@SY REBATES	3313497
Staples Brands Inc.	EASY REBATES	3038542
Staples Brands Inc.	XENO	3130803
Staples Brands Inc.	DELTA ELITE	2942093
Staples Brands Inc.	STAPLES DURAMARK	3952231
Staples Brands Inc.	STAPLES BETTER	3891935
Staples Brands Inc.	STAPLES BETTER	3891934
Staples Brands Inc.	STAPLESEASYPRINT	3780897
Staples Brands Inc.	STAPLES I SHRED U	3945034
Staples Brands Inc.	STAPLES FACILITY SOLUTIONS	3826220
Staples Brands Inc.	SUSTAINABLE EARTH	4029202
Staples Brands Inc.	SUSTAINABLE EARTH	3874252
Staples Brands Inc.	SUSTAINABLE EARTH BY STAPLES	3874251
Staples Brands Inc.	SUSTAINABLE EARTH BY STAPLES	4029201
Staples Brands Inc.	STAPLES TECHNOLOGY SOLUTIONS	3948305
Staples Brands Inc.	STAPLES TECHNOLOGY SOLUTIONS	3948304
Staples Brands Inc.	STAPLES TECHNOLOGY SOLUTIONS	3948303
Staples Brands Inc.	STAPLES TECHNOLOGY	3948302

Registered owner/ Grantor <sup>9</sup>	Trademark	Registration No. or Application No.
	SOLUTIONS	
Staples Brands Inc.	STAPLES PRINT SOLUTIONS	4012853
Staples Brands Inc.	STAPLES PRINT SOLUTIONS	3760085
Staples Brands Inc.	STAPLES PRINT SOLUTIONS	4012852
Staples Brands Inc.	STAPLES PRINT SOLUTIONS	3760084
Staples Brands Inc.	EWAY.COM	4061805
Staples Brands Inc.	ECOEASY	3951278
Staples Brands Inc.	ECOEASY	3570067
Staples Brands Inc.	STAPLES ECO EASY	3970966
Staples Brands Inc.	STAPLES ECO EASY	3948193
Staples Brands Inc.	STAPLES ECO EASY	3951277
Staples Brands Inc.	STAPLES ECO EASY	3944768
Staples Brands Inc.	STAPLES ECO EASY	3948192
Staples Brands Inc.	STAPLES OOPS!	3674258
Staples Brands Inc.	ECOEASY	3970965
Staples Brands Inc.	ECOEASY	3944767
Staples Brands Inc.	ECOEASY	3944766
Staples Brands Inc.	ECOEASY	3948190
Staples Brands Inc.	ECOEASY	3944765
Staples Brands Inc.	STAPLES PROMOTIONAL PRODUCTS	3575638
Staples Brands Inc.	STAPLES PROMOTIONAL PRODUCTS	3575637
Staples Brands Inc.	V-TRACK	3674178
Staples Brands Inc.	CRUNCH TIME	3645810
Staples Brands Inc.	REMARX	3981827
Staples Brands Inc.	REMARX	3978455
Staples Brands Inc.	E3 ENVIRONMENTAL ECONOMICAL EASY	3673876
Staples Brands Inc.	SIGNA	3986054
Staples Brands Inc.	SIGNA	3986053
Staples Brands Inc.	METRIX	3570638
Staples Brands Inc.	STAPLES ADVANTAGE	3509711
Staples Brands Inc.	DROP & GO	3455046
Staples Brands Inc.	OMNITECH	3592054
Staples Brands Inc.	STRATA	3454948

Registered owner/ Grantor <sup>9</sup>	Trademark	Registration No. or Application No.
Staples Brands Inc.	STAPLES ECO EASY	3454945
Staples Brands Inc.	REVU	3419292
Staples Brands Inc.	M BY STAPLES	3825450
Staples Brands Inc.	LUXURA	3437010
Staples Brands Inc.	SONIX	3342710
Staples Brands Inc.	FAST TOUCH	3454400
Staples Brands Inc.	M	3667104
Staples Brands Inc.	SIMPLY	3278434
Staples Brands Inc.	STAPLES EASYTECH	3828592
Staples Brands Inc.	STAPLES	1512125
Staples Brands Inc.	STAPLES THE OFFICE SUPERSTORE	1487171
Staples Brands Inc.	STAPLES	1438390
Staples Brands Inc.	STAPLES	1459182