

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452104

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE OFFICE CLUB, INC.		11/08/2017	Corporation:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	5282342	WORKSPACE INTERIORS BY OFFICE DEPOT	
Registration Number:	5206390	GREATCONNECTIONS	
Registration Number:	5168554	COMMITTED TO LEARNING ONE STUDENT AT A T	
Registration Number:	5162963	PENCIL TALK	
Registration Number:	4937934	GEARCENTRIC	
Registration Number:	4917661	CARDFOLIO	
Registration Number:	4830399	GEAR UP FOR GREAT	
Registration Number:	4698203	REALSPACE	
Registration Number:	4572408	OD	
Registration Number:	4534876	F	
Registration Number:	3931154	FORAY STYLEMARK	
Registration Number:	3928627	FORAY ONPOINT	
Registration Number:	3928624	FORAY GELIO	
Registration Number:	3928622	FORAY ROLLÉ	
Registration Number:	4549991	PRINTIQ	
Registration Number:	4506324	KINDNESS STICKS	
Registration Number:	4393521	OD	
Registration Number:	4451866	OFFICE DEPOT BUSINESS SELECT	
Registration Number:	4481660	OFFICE DEPOT BUSINESS SELECT	

CH \$965.00 5282342

Property Type	Number	Word Mark
Registration Number:	4184218	MODOFFICE
Registration Number:	4411400	OFFICE DEPOT REWARDS
Registration Number:	3104031	ATIVA
Registration Number:	3147848	FORAY
Registration Number:	4154493	IE
Registration Number:	4154492	IE
Registration Number:	4485410	OFFICE DEPOT MEDICAL SOLUTIONS
Registration Number:	3645703	ATIVA
Registration Number:	3702581	REALSPACE SOHO
Registration Number:	3693282	REALSPACE
Registration Number:	3546376	OFFICE DEPOT FOUNDATION
Registration Number:	3105571	OFFICE DEPOT
Registration Number:	3043471	THE GREEN BOOK
Registration Number:	2480667	EXECUTIVE SUITE
Registration Number:	1449065	OFFICE DEPOT
Registration Number:	3017204	ENVIROCOPY
Registration Number:	2659506	OFFICE DEPOT
Registration Number:	1939705	OFFICE DEPOT
Registration Number:	2919969	TECHDEPOT

CORRESPONDENCE DATA

Fax Number: 2127158100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-715-9100

Email: kltrademark@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Diane Torniali
SIGNATURE:	/Diane Torniali/
DATE SIGNED:	11/27/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2017, (the "Trademark Security Agreement"), made by each of the undersigned Grantors (individually, an "Grantor", and, collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of the Lenders (in such capacity, the "Assignee" or the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Amended and Restated Security Agreement of even date herewith (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") entered into as of November 8, 2017 by and between Office Depot, Inc., a Delaware corporation (the "Company"), and the other Persons listed on the signature pages thereof or that becomes a party thereto pursuant to a Joinder Agreement (each, including the Company, a "Grantor," and collectively, the "Grantors") and JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent (together with its successors in such capacity, the "Administrative Agent") for the Lenders (as defined in the Security Agreement) 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of the Secured 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 (x) 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, or (y) any 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 (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding, or the Pledged Trademark Collateral is otherwise released from the Liens in favor of the Administrative Agent in accordance with the Credit Agreement and/or Security Agreement, this Trademark Security Agreement shall terminate and the Administrative Agent, 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 Administrative Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement. Any security interest in property created hereunder shall be automatically released as provided in Section 9.23(d) of the Credit 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.

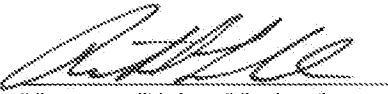
SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Assignee, pursuant to this Trademark Security Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms 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 Grantor


By: 
Name: Richard Leland
Title: Vice President and Treasurer

[Signature Page to ABL Trademark Security Agreement – Office Club]

TRADEMARK
REEL: 006213 FRAME: 0327

Accepted and Agreed to:

JPMORGAN CHASE BANK, N.A.,
as Assignee and Administrative Agent

By: 
Name: Derek Frazer
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App/ Reg. No.</u>
The Office Club, Inc.	US	WORKSPACE INTERIORS BY OFFICE DEPOT	Registered	5282342
The Office Club, Inc.	US	GREATCONNECTIO NS	Registered	5206390
The Office Club, Inc.	US	COMMITTED TO LEARNING ONE STUDENT AT A TIME	Registered	5168554
The Office Club, Inc.	US	PENCIL TALK	Registered	5162963
The Office Club, Inc.	US	GEARCENTRIC	Registered	4937934
The Office Club, Inc.	US	CARDFOLIO	Registered	4917661
The Office Club, Inc.	US	GEAR UP FOR GREAT	Registered	4830399
The Office Club, Inc.	US	REAL SPACE	Registered	4698203
The Office Club, Inc.	US	OD	Registered	4572408
The Office Club, Inc.	US	F	Registered	4534876
The Office Club, Inc.	US	FORAY STYLEMARK	Registered	3931154
The Office Club, Inc.	US	FORAY ONPOINT	Registered	3928627
The Office Club, Inc.	US	FORAY GELIO	Registered	3928624
The Office Club, Inc.	US	FORAY ROLLE	Registered	3928622
The Office Club, Inc.	US	PRINTIQ	Registered	4549991
The Office Club, Inc.	US	KINDNESS STICKS	Registered	4506324
The Office Club, Inc.	US	OD	Registered	4393521

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>
The Office Club, Inc.	US	OFFICE DEPOT BUSINESS SELECT	Registered	4451866
The Office Club, Inc.	US	OFFICE DEPOT BUSINESS SELECT	Registered	4481660
The Office Club, Inc.	US	MODOFFICE	Registered	4184218
The Office Club, Inc.	US	OFFICE DEPOT REWARDS	Registered	4411400
The Office Club, Inc.	US	ATIVA	Registered	3104031
The Office Club, Inc.	US	FORAY	Registered	3147848
The Office Club, Inc.	US	IE	Registered	4154493
The Office Club, Inc.	US	IE	Registered	4154492
The Office Club, Inc.	US	OFFICE DEPOT MEDICAL SOLUTIONS	Registered	4485410
The Office Club, Inc.	US	ATIVA	Registered	3645703
The Office Club, Inc.	US	REAL SPACE SOHO	Registered	3702581
The Office Club, Inc.	US	REAL SPACE	Registered	3693282
The Office Club, Inc.	US	OFFICE DEPOT FOUNDATION	Registered	3546376
The Office Club, Inc.	US	OFFICE DEPOT	Registered	3105571
The Office Club, Inc.	US	THE GREEN BOOK	Registered	3043471
The Office Club, Inc.	US	EXECUTIVE SUITE	Registered	2480667
The Office Club, Inc.	US	OFFICE DEPOT	Registered	1449065
The Office Club, Inc.	US	ENVIROCOPY	Registered	3017204
The Office Club, Inc.	US	OFFICE DEPOT	Registered	2659506
The Office Club, Inc.	US	OFFICE DEPOT	Registered	1939705

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>
The Office Club, Inc.	US	TECHDEPOT	Registered	2919969