TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accentra, Inc.		12/21/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Amax, Inc.	
Street Address:	2850 South County Trail, Unit 1	
City:	East Greenwich	
State/Country:	RHODE ISLAND	
Postal Code:	02818	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78842667	ACCENTRA
Serial Number:	78833704	NANO
Serial Number:	85781505	PAPERPRO
Serial Number:	78648552	PRODIGY
Serial Number:	78809214	PROPUNCH
Serial Number:	77765482	STACKMASTER
Serial Number:	77195988	PROFESSIONAL 65
Serial Number:	77480493	NANIMALS
Serial Number:	77258306	ONE FINGER
Serial Number:	77196017	LONG REACH
Serial Number:	77400774	ECOSTAPLER
Serial Number:	77630527	HIGH START
Serial Number:	77765423	EVO

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CORRESPONDENCE DATA

Fax Number: 6173459020

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 617-345-9000

Email: amealey@hinckleyallen.com

Correspondent Name: Andrea J. Mealey
Address Line 1: 28 State Street

Address Line 2: Hinckley Allen & Snyder LLP

Address Line 4: Boston, MASSACHUSETTS 02109-1775

ATTORNEY DOCKET NUMBER:	066560 / 0149053
NAME OF SUBMITTER:	Andrea J. Mealey
Signature:	/Andrea J Mealey/
Date:	05/24/2013

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of December 21, 2012, by and between Accentra, Inc. ("Assignor"), and Amax, Inc., ("Assignee"). In accordance with the Asset Purchase Agreement of even date herewith and in consideration of good and valuable consideration, sufficiency and receipt of which is hereby acknowledged, the Assignor and Assignee hereto agree as follows:

- 1. Assignor hereby irrevocably sells, assigns, grants, transfers and sets over unto Assignee and Assignee's successors and assigns, all of its right, title and interest throughout the world in and to certain intellectual property rights arising from, created or acquired by Assignor in connection with its business of the design, manufacture, distribution and sale of office supply products, notably staplers (the "Business") as follows: (a) trademarks, services marks, logos, designs, or trade dress, whether registered or unregistered, listed on Exhibit A attached hereto and all goodwill associated therewith; (b) copyrights, whether registered or unregistered, all derivatives thereof including but not limited to those listed on Exhibit B attached hereto; (c) patents, inventions and applications for letters patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said patents, inventions and applications for letters patent, and any and all patents in the United States and all foreign countries which may be granted therefore and thereon, and reissues or reexaminations of said patents, and all rights under the International Convention for the Protection of Industrial Property; (d) together with all renewals or extensions thereof or applications for all of the foregoing; and (e) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the intellectual property; and to settle and retain proceeds from any such actions (the "Assigned Intellectual Property").
- 2. Assignor agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Purchaser the Assigned Intellectual Property, and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.
- This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. The Exhibits referenced herein and attached hereto are hereby incorporated into this Assignment and may be revised from time to time upon consent of Assignor, which shall not be unreasonably withheld.

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- This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.
- All notices, demands, or other communications given under this Assignment shall be sent in writing to the other party.
- Assignce hereby accepts the foregoing assignment and transfer of the Assigned Intellectual Property upon the terms and subject to the conditions contained herein.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly appointed and authorized officer as of the date above first written.

"Assignor" Accentra, Ir

By: Branson Topo Mose

Ins: CEO

"Assignee"

Amay, Inc.

By: Gary Blanchotte

115: President'

Exhibit A

Trademark	U.S. Serial Number
ACCENTRA	78/842667
NANO	78/833704
PAPERPRO	85/781505
PRODIGY	78/648552
PROPUNCH	78/809214
STACKMASTER	77/765482
PROFESSIONAL 65	77/195988
NANIMALS	77/480493
ONE FINGER	77/258306
LONG REACH	77/196017
ECOSTAPLER	77/400774
HIGH START	77/630527
EVO	77/765423

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RECORDED: 05/24/2013

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