

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMX, INC.		09/17/2018	Corporation: NEVADA
THE OFFICE CLUB, INC.		09/17/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87924104	TUL	
Serial Number:	87924127	TUL	
Serial Number:	87921565	WORKONOMY	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5027		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MARCELA ROBLEDO, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1414		
NAME OF SUBMITTER:	MARCELA ROBLEDO		
SIGNATURE:	/MR/		
DATE SIGNED:	09/25/2018		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 17, 2018, (the “Trademark Security Agreement”), made by OMX, INC., a Nevada corporation and THE OFFICE CLUB, INC., a California corporation (each, a “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 “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., the other Persons listed on the signature pages thereof or that become a party thereto pursuant to a Joinder Agreement, and the Administrative Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to the Grantors, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby make, covenant and agree with the Administrative Agent 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 Administrative Agent, 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 applied-for Trademarks of each 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 Asset.

SECTION 3. Security Agreement. The lien and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. The 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 Grantor, will (without recourse and without any representation or warranty) promptly execute and deliver to the Grantors a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to the Grantors (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 Administrative Agent 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 Administrative Agent. 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.


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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.

OMX, INC., as Grantor

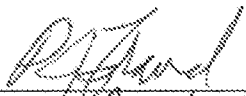
By: 
Name: Joseph Lower
Title: Vice President and CFO

THE OFFICE CLUB, INC., as Grantor

By: 
Name: Joseph Lower
Title: Vice President and CFO

Accepted and Agreed to:

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

By: 
Name: Patrick Faurel
Title: Authorized Officer

SCHEDULE I

OWNER	APPLICATION NUMBER	DESCRIPTION
OMX, Inc.	87924104	TUL
OMX, Inc.	87924127	TŪL
The Office Club, Inc.	87921565	WORKONOMY