

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAPLES, INC.		07/20/2020	Corporation: DELAWARE
WORKLIFE BRANDS LLC		07/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	150 East 42nd Street, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6059409	PERK	
Registration Number:	6059410	PERK	
Registration Number:	5974023	TRU RED	
Registration Number:	5864227	TRUE CLEAR	
Registration Number:	5910277	STAPLES	
Registration Number:	5910243		
Registration Number:	5968068	EXPRESSMIX	
Serial Number:	88801510	STAPLES PROMOTIONAL PRODUCTS	
Serial Number:	88778603	STAPLES STUDIO	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
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		

CH \$240.00 6059409

ATTORNEY DOCKET NUMBER:	43520-1
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	07/21/2020

Total Attachments: 6

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SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”) dated July 20, 2020 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 notes collateral agent (the “Notes Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

WHEREAS, Staples, Inc., a Delaware corporation (together with its permitted successors and assigns, the “Issuer”), Wells Fargo as trustee and Notes Agent, each Purchaser from time to time party thereto and each other party thereto have entered into the Indenture dated as of April 16, 2019 (the “Issue Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Purchasers have severally agreed to purchase Notes from the Issuer upon the terms and subject to the conditions therein;

WHEREAS, in connection with the Indenture, the Grantors have entered into the Security Agreement dated as of the Issue Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Purchasers to purchase the Notes;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Notes Agent a security interest in their Trademarks, and the Grantors executed and delivered to the Notes Agent, that certain Intellectual Property Security Agreement, dated April 16, 2019, which was recorded in the United States Patent and Trademark Office on April 29, 2019 at Reel/Frame 6632/0231 (the “Trademark Security Agreement”), in order to evidence the grant of the security interest in the Trademarks then owned by the Grantors; and

WHEREAS, since the date of the Trademark Security Agreement, the Grantors have filed or otherwise acquired additional Trademarks, and pursuant to the Security Agreement, the Grantors have agreed as a condition thereof to execute this Agreement for recording the grant of security interest with the United States Patent and Trademark Office with respect to such additional Trademarks.

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 Notes 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 “Collateral”): (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 Asset, which include any intent-to-use application 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 such intent-to-use application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Indenture and the other Collateral 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 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 Indenture and the other Collateral 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 Grantor.

SECTION 3. Recordation. This 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 Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This 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 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 Notes Agent with respect to the 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

STAPLES, INC., as Grantor

[Faint signature]

By:

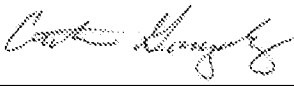
[Handwritten signature of Elaine F. Bruzios]

Name: Elaine F. Bruzios

Title: Treasurer

[Signature Page to Second Supplemental Trademark Security Agreement]

WORKLIFE BRANDS LLC, as Grantor

By: 
Name: Cristina Gonzalez
Title: Secretary




WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Agent

By: Tina D. Gonzalez
Name:
Title: Tina D. Gonzalez
Vice President

[Signature Page to Second Supplemental Trademark Security Agreement]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Record Owner/Grantor	Trademark	Registration Number or Application Number
WorkLife Brands LLC	PERK	6,059,409
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WorkLife Brands LLC	TRU RED [] TRU RED	5,974,023
WorkLife Brands LLC	TRUE CLEAR	5,864,227
Staples, Inc.	STAPLES (Design) 	5,910,277
Staples, Inc.	Design Only 	5,910,243
Staples, Inc.	EXPRESSMIX	5,968,068
Staples, Inc.	STAPLES PROMOTIONAL PRODUCTS  <small>Promotional Products</small>	88/801,510
Staples, Inc.	STAPLES STUDIO	88/778,603