

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAPLES, INC.		09/03/2021	Corporation: DELAWARE
QUILL LLC		09/03/2021	Limited Liability Company: DELAWARE
EMERGE HOLDINGS, LLC		09/03/2021	Limited Liability Company: FLORIDA
STAPLES PROMOTIONAL PRODUCTS CANADA, LTD.		09/03/2021	Company: CANADA
WORKLIFE BRANDS LLC		09/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	125 High Street, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4299884	HMI BUYING GROUP	
Registration Number:	3402857	MAP	
Registration Number:	2587122	HMI	
Registration Number:	2451369	DURA-STOR	
Registration Number:	1620638	DR. DEWEY	
Registration Number:	1631547	MAP	
Registration Number:	1627038	MEDICAL ARTS PRESS	
Registration Number:	6146761	STAPLES PROMOTIONAL PRODUCTS	
Registration Number:	6269651	STAPLES STUDIO	
Registration Number:	6411891	ECO ID	
Registration Number:	6295897	THELOOP	
Registration Number:	5910277	STAPLES	
Registration Number:	5910243		
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	5947377	DSGN
Registration Number:	5906414	DSGNMARK
Registration Number:	5593407	WARE EXPERT
Registration Number:	5490467	ORGANIQUE SCIENCE
Registration Number:	4995727	APG
Registration Number:	6342809	
Registration Number:	5974023	TRU RED
Registration Number:	6251941	TRU RED
Registration Number:	6251942	TRU RED
Serial Number:	88189860	UNION & SCALE
Serial Number:	88189862	UNION & SCALE
Serial Number:	88189864	UNION & SCALE
Serial Number:	88189865	UNION & SCALE
Registration Number:	5864227	TRUE CLEAR
Registration Number:	6059409	PERK
Registration Number:	6059410	PERK
Registration Number:	6217135	TRU RED
Registration Number:	6309354	TRU RED
Registration Number:	6389678	COASTWIDE
Registration Number:	6420277	COASTWIDE
Serial Number:	87941462	LEWIS OFFICE

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	09/07/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated September 3, 2021, is made by each Person listed on the signature pages hereof (collectively, the “Grantors”, and each a “Grantor”) 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, Staples, Inc., a Delaware corporation (the “Parent 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 may be 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 Parent Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, each of the Grantors has entered into the Pledge and Security Agreement dated as of the Closing Date (as may be 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, each of the Grantors has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has 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 of the Grantors agrees as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of each 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 of the Grantors under this IP Security Agreement secures the payment of all Obligations of each 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 each 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 each of the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each of the Grantors 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 of the Grantors 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 with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

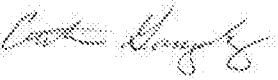
[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Grantors 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.


STAPLES, INC.

By: 
Name: Cristina Gonzalez
Title: Chief Legal Officer & Secretary


QUILL LLC

By: 
Name: Cristina Gonzalez
Title: Chief Legal Officer & Secretary


EMERGE HOLDINGS, LLC

By: 
Name: Cristina Gonzalez
Title: Chief Legal Officer & Secretary


**STAPLES PROMOTIONAL PRODUCTS
CANADA, LTD.**

By: 
Name: Cristina Gonzalez
Title: Chief Legal Officer & Secretary

WORKLIFE BRANDS LLC

By: 
Name: Cristina Gonzalez
Title: Chief Legal Officer & Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Danielle Baldinelli
Title: Managing Director

[Signature Page to ABL Trademark Security Agreement]

SCHEDULE A

Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
QUILL LLC	HMI BUYING GROUP	4299884
QUILL LLC	MAP	3402857
QUILL LLC	HMI	2587122
QUILL LLC	DURA-STOR	2451369
QUILL LLC	DR. DEWEY	1620638
QUILL LLC	MAP	1631547
STAPLES, INC.	MEDICAL ARTS PRESS	1627038
STAPLES, INC.	STAPLES PROMOTIONAL PRODUCTS	6146761
STAPLES, INC.	STAPLES STUDIO	6269651
STAPLES, INC.	ECO ID	6411891
STAPLES, INC.	THELOOP	6295897
STAPLES, INC.	STAPLES	5910277
STAPLES, INC.	<i>Design Only</i>	5910243
STAPLES, INC.	DSGN	5947377
STAPLES, INC.	DSGNMARK	5906414
EMERGE HOLDINGS, LLC	WARE EXPERT	5593407
EMERGE HOLDINGS, LLC	ORGANIQUE SCIENCE	5490467
STAPLES PROMOTIONAL PRODUCTS CANADA, LTD.	APG	4995727

Registered owner/ Grantor	Trademark	Registration No. or Application No.
WORKLIFE BRANDS LLC	<i>Design Only</i>	6342809
WORKLIFE BRANDS LLC	TRU RED	5974023
WORKLIFE BRANDS LLC	TRU RED	6251941
WORKLIFE BRANDS LLC	TRU RED	6251942
WORKLIFE BRANDS LLC	UNION & SCALE	88189860
WORKLIFE BRANDS LLC	UNION & SCALE	88189862
WORKLIFE BRANDS LLC	UNION & SCALE	88189864
WORKLIFE BRANDS LLC	UNION & SCALE	88189865
WORKLIFE BRANDS LLC	TRUE CLEAR	5864227
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WORKLIFE BRANDS LLC	LEWIS OFFICE	87941462