

MD 6-16-00

06-20-2000

FORM PTO-1594 (Rev. 6-93)

RECC



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

101385397

To the Honorable Commissioner of Patents and Trademarks and original documents or copy thereof.

1. Name of conveying party(ies):
 Mellon Bank, N.A.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Banking Association

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: White Cap Industries II, Inc.
 Internal Address: _____
 Street Address: 3120 Airway Avenue
 City: Costa Mesa State: CA ZIP: 92626

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Interest

Execution Date: February 10, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,478,065

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard Ting
 Internal Address: Gibson, Dunn & Crutcher LLP

 Street Address: 333 South Grand Avenue
Suite 4600
 City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed Previously Paid
 Authorized to be charged to deposit account

8. Deposit account number:

 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

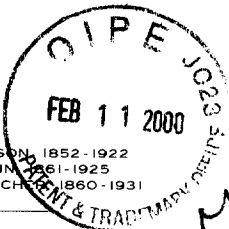
Richard Ting
 Name of Person Signing

R. Ting
 Signature

6/12/00
 Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:



RE

03-31-2000



101302346

JAS. A. GIBSON, 1852-1922
W. E. DUNN, 1861-1925
ALBERT CRUTCHER, 1860-1931

GIBSON, DUNN &

LAWYER

A REGISTERED LIMITED LIABILITY PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

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February 10, 2000

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OUR FILE NUMBER
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1530 PAGE MILL ROAD
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WRITER'S DIRECT DIAL NUMBER

(213) 229-7513

United States Patent and Trademark Office
Assignment Branch
Washington, D.C. 20231

Re: *Trademark Assignment Termination Agreement*

Dear Sir or Madam:

Enclosed for recordation is a Trademark Assignment Termination Agreement executed by Mellon Bank, N.A. ("Mellon Bank") and White Cap Industries II, Inc. f/k/a White Cap Industries, Inc. ("White Cap"). This release and termination of assignment applies to a Loan and Security Agreement and a Collateral Assignment of Trademarks each dated as of February 25, 1997 made by White Cap in favor of Mellon Bank and recorded at Reel 1559, Frame 0606.

Please acknowledge receipt of the enclosed by stamping the duplicate copy of this letter and returning it to the bearer hereof. Kindly send directly to the undersigned confirmation of the recorded release at the address appearing on the letterhead.

Very truly yours,

Richard Ting

Richard Ting, Esq.
of GIBSON, DUNN & CRUTCHER LLP

03/30/2000 DETAILS 00000000

01 FC:481

RT/rt
Enclosure(s)

10344540_1.DOC

TRADEMARK
REEL: 002089 FRAME: 0802

TRADEMARK ASSIGNMENT TERMINATION AGREEMENT

WHEREAS, White Cap Industries, Inc., a California corporation which has been succeeded in interest by White Cap Industries II, Inc., a Delaware corporation (the "**Assignor**"), entered into a Loan and Security Agreement (the "**Loan Agreement**") and a Collateral Assignment of Trademarks (the "**Assignment**"), each dated as of February 25, 1997, in favor of Mellon Bank, N.A., as administrative agent ("**Assignee**"), for the Lenders named in the Loan Agreement (the "**Assignment**"), which Assignment was recorded on February 27, 1997 in the register of the United States Patent and Trademark Office at the Reel and Frame numbers set forth on Schedule I hereto; and

WHEREAS, the Assignment by its terms granted to Assignee a security interest in certain registered trademarks, trademark registrations and trademark applications listed in Schedule I to this Agreement (such trademarks, trademark registrations and trademark applications being the "**Intellectual Property**"); and


WHEREAS, Assignor has paid in full the obligations for which the security interest in the Intellectual Property was granted.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignee hereby releases to Assignor the security interests in the Intellectual Property as granted to Assignee under the Loan Agreement and the Assignment and hereby agrees that any Assignment recorded on the register of the United States Patent and Trademark Office shall be terminated for all purposes. Assignee hereby authorizes Assignor to file this Trademark Assignment Termination Agreement and such other documents with the United States Patent and Trademark Office as may be necessary to terminate the Assignment from the register of the United States Patent and Trademark Office.
2. Each party hereto agrees that it will from time to time on or after the date hereof promptly do, execute, acknowledge and deliver and will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, assurances and other documents as may be reasonably requested by any other party hereto as may be necessary to terminate the Assignment from the register of the United States Patent and Trademark Office.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Agreement as of February 10, 2000 .

MELLON BANK, N.A., as Administrative Agent
for the Lenders

By: 
Name: DAVID S. OPPENHEIMER
Title: V.P.

WHITE CAP INDUSTRIES II, INC., successor in
interest to White Cap Industries Inc.

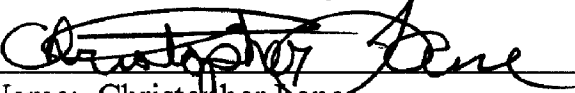
By: _____
Name: Christopher Lane
Title: Chief Financial Officer

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Agreement as of February 10, 2000 .

MELLON BANK, N.A., as Administrative Agent
for the Lenders

By: _____
Name:
Title:

WHITE CAP INDUSTRIES II, INC., successor in
interest to White Cap Industries Inc.

By:  _____
Name: Christopher Lane
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>INT'L CLASS</u>	<u>U.S. CLASS</u>	<u>REEL</u>	<u>FRAME</u>
"White Cap"	1,478,065	42	101	1559	0606

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