FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-30-2000

101393625

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRA
5-24-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 05/16/00

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 05/16/00

Name: Wilmar Industries, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: New Jersey

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Fleet National Bank, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 100 Federal Street

Address (line 2):

Address (line 3): Boston (City) Massachusetts (State/Country) 02110 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[x] Other: national banking association

[ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

06/30/2000 JJALLAN2 00000044 75531808

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

RECEIVED
MAY 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 617-574-3535

Name: Mary L. Weidenbach

Address (line 1): c/o Goulston & Storrs

Address (line 2): 400 Atlantic Avenue

Address (line 3): Boston, MA 02110

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 24

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75531808			2072965		
75625898					
75604714					

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Mary L. Weidenbach	Mary L. Weidenbach	May 23, 2000
Name of Person Signing	Signature	Date Signed

WILMAR INDUSTRIES, INC. AND SUBSIDIARIES

PATENT AND TRADEMARK SECURITY AGREEMENT

May 16, 2000

WILMAR INDUSTRIES, INC., a New Jersey corporation having its chief executive offices at 303 Harper Drive, Moorestown, New Jersey 08057 (the "Borrower") and each Subsidiary of the Borrower listed on Schedule 1 hereto (collectively, with the Borrower, the "Grantors"), hereby grant, assign, transfer and convey to FLEET NATIONAL BANK, a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as agent (the "Agent") for the Banks (collectively, the "Banks") under (and as defined in) the Loan Agreement (as hereinafter defined), for the ratable benefit of the Agent and the Banks, as collateral security for the payment and performance in full of the Borrower's obligations under a Revolving Credit and Term Loan Agreement of even date herewith (as amended, modified or otherwise supplemented from time to time, the "Loan Agreement"), among the Borrower, the Banks and the Agent (the Agent, together with its successors and assigns, being herein sometimes called the "Secured Party"), and the payment and performance of all other Obligations under (and as defined in) the Loan Agreement, a continuing security interest in and first priority lien on all Patents (as hereinafter defined) and all Trademarks (as hereinafter defined).

In addition, with respect to the Trademarks, each Grantor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"), and, with respect to the Patents, each Grantor has executed in blank and delivered to the Agent an assignment of patents, patent applications and related patent property in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). Each Grantor hereby authorizes the Agent to complete as assignee and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents executed by such Grantor upon the occurrence and during the continuance of an Event of Default and acceleration of the Obligations and the proper exercise of the Agent's remedies under this Patent and Trademark Security Agreement and the Security Agreement. In addition to, and not by way of limitation of, the foregoing grant of the Trademarks and Patents, each Grantor grants, assigns, transfers, conveys and sets over to the Agent, for the ratable benefit of the Agent and the Banks, such Grantor's entire right, title and interest in and to the Trademarks and the Patents; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and acceleration of the Obligations or (b) upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Borrower to the Agent or its nominee in lieu of foreclosure).

Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Loan Agreement.

TRADEMARK
REEL: 002094 FRAME: 0003

The following terms, as used herein, have the meanings set forth below:

"Patents" means collectively all of the following now owned or hereafter created or acquired by any of the Grantors: (a) all patents, patent applications and Patent Licenses (as defined below), including, without limitation, those listed on Schedule A hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (c) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing which issue or have issued in any country or jurisdiction; (d) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (e) the right to sue for past, present and future infringements of any of the foregoing; and (f) all rights corresponding to any of the foregoing throughout the world.

"Patent License" means any oral or written agreement now or hereafter in existence granting to any Grantor any right to use any invention on which a patent is in existence, to the full extent of and subject to such Grantor's rights therein, but excluding any license in which such Grantor is a licensee to the extent such license is not a Material Contract and does not permit assignment or the grant of a security interest therein, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule A hereto.

"Trademarks" means collectively all of the following now owned or hereafter created or acquired by any of the Grantors: (a) all trademarks, Trademark Licenses (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, all registrations and recordings thereof in the United States, any state in the United States or any foreign jurisdiction, and all applications in connection therewith, including, without limitation, those listed on Schedule B hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

"Trademark License" means any oral or written agreement now or hereafter in existence granting to any Grantor any right to use any trademark, to the full extent of and subject to such Grantor's rights therein, but excluding any license in which such Grantor is a licensee to the extent such license is not a Material Contract and does not permit assignment or the grant of a security interest therein, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule B hereto.

Each Grantor jointly and severally represents and warrants to and agrees with the Secured Party as follows:

1. Each Grantor is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to each of the Patents and Trademarks used by such Grantor, free from any Encumbrance including, without limitation, licenses and covenants not to sue, except the security interest herein granted and as otherwise permitted by the Loan Agreement. No claim has been made that the use of any of the Patents or Trademarks by such Grantor does or may violate the rights of any third person and, to the best of such Grantor's knowledge, there is no infringement by the Assignor of the patent or trademark rights of others.

2. As of the date hereof, the Patents and Trademarks listed under its name on Schedules A and B constitute all patents, patent applications, trademarks and service marks now owned or used by such Grantor.

3. To the best of each Grantor's knowledge, each of the Patents and Trademarks is subsisting, is valid and enforceable, and has not been adjudged invalid or unenforceable, in whole or in part.

4. The execution, delivery and performance of this Agreement are within the power of each Grantor and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which such Grantor is a party or by which any of its property is bound.

5. Except for Patents and Trademarks no longer used by it, each Grantor shall have the duty, to prosecute diligently any patent applications of the Patents and trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, to apply for unpatented but reasonably patentable inventions and to preserve and maintain all rights in the Patents and Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the Grantor responsible for such applications and actions. Except for Patents and Trademarks no longer used by it, no Grantor shall abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration, without the consent of the Secured Party, which consent shall not be unreasonably withheld.

6. Except for Patents and Trademarks no longer used by it, each Grantor shall take all reasonably necessary steps to defend the Patents and Trademarks of such Grantor against all claims and demands of all persons at any time claiming the same or any interests in and to the Patents and Trademarks adverse to the Secured Party. Until the Obligations shall have been satisfied in full, no Grantor shall pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of, the Patents and Trademarks, without the Secured Party's prior consent, except for the security interests granted hereby and liens permitted under the Loan Agreement.

7. Each Grantor shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks of such Grantor to the full extent permitted by law except to the extent, in such Grantor's reasonable discretion, exercised in good faith, such

renewal or extension is not reasonable, prudent or beneficial to such Grantor or any other member of the Borrower Affiliated Group or their respective operations. If, before all Obligations have been Fully Satisfied, any Grantor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application, patent for any reissue, or of any patent improvement, or if such Grantor develops any new trademark or service mark, such Grantor shall give the Secured Party prompt written notice of all such patents, trademarks, service marks, extensions and renewals, and the provisions of this Agreement shall automatically apply thereto. Each Grantor authorizes the Secured Party to modify this Agreement, without the necessity of such Grantor's further approval or signature, by amending Schedule A and Schedule B to include any new patents, any divisions, continuations, renewals, extensions, continuations-in-part on any patent, and any new trademark, service mark or renewal thereof of such Grantor applied for and obtained hereafter.

8. Each Grantor shall promptly notify the Secured Party of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding such Grantor's claim of ownership in any of the Patents and Trademarks which could reasonably be expected to have a material adverse effect on such Grantor or any other member of the Borrower Affiliated Group. In the event of any material infringement by a third party of any of the Patents or Trademarks of a Grantor, such Grantor shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default, such action as the Secured Party deems reasonably necessary; provided that, prior to an Event of Default and with the written consent of the Secured Party, such Grantor may determine in its business judgment not to take action to obtain injunctive relief and/or damages. If such Grantor shall fail to take such action within two (2) months after such notice is given to the Secured Party, and provided that the Secured Party has not consented to such Grantor's inaction in accordance with the preceding sentence, the Secured Party may upon notice to such Grantor, but shall not be required to, itself take such action in the name of such Grantor, and such Grantor hereby appoints the Secured Party the true and lawful attorney of such Grantor, for it and in its name, place and stead, on behalf of such Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to such Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

9. Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the State of New York or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party and the Banks their respective rights hereunder or in any of the Patents or Trademarks, and each Grantor hereby irrevocably authorizes the Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as the Secured Party may deem appropriate; provided that the Secured Party shall deliver to such Grantor copies of all such financing statements and shall

terminate at the Secured Party's expense all such filings made in error. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, each Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution, to execute and deliver on behalf of and in the name of such Grantor such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of each Grantor at such Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office, provided that the Secured Party shall deliver to each Grantor, copies of all such financing statements. The Secured Party may include reference to each Grantor, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with such Grantor) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party in accordance with this Agreement and the Security Agreement.

In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, each Grantor shall hold each of the Secured Party and the Banks harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Party or any Bank in connection with the Secured Party's interest in the Patents and Trademarks or any other action or failure to act by such Grantor in connection with this Agreement or the transactions contemplated hereby.

10. If any Event of Default shall have occurred and be continuing, the Secured Party may without notice or demand, except as required by law or as specified below, declare this Agreement to be in default and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Patents and Trademarks at public or private sale. The Secured Party shall give to the Borrower and each Grantor whose Patents and/or Trademarks are to be sold at least ten (10) days' prior written notice (which each Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and be continuing, each Grantor hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Banks and the Secured Party.

To the extent permitted by applicable law, each Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's

rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's or any Bank's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may such Grantor hereby irrevocably waives the benefits of all such laws.

11. Except for notices specifically provided for herein or required by law, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party or the Banks may deem advisable. Neither the Secured Party nor any Bank shall have any duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party and the Banks may exercise their rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party and the Banks shall not be deemed to have waived any of their rights upon or under the Obligations or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party and the Banks in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party or the Banks in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party or the Banks with respect to the Obligations or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

12. Each Grantor will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of the Secured Party's counsel incurred by the Secured Party, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Secured Party in the preparation, execution and delivery of any waiver or consent by the Secured Party relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party or the Banks in furtherance of the transactions contemplated hereby. In addition, after the occurrence and during the continuation of an Event of Default, each Grantor will also pay all reasonable costs and

expenses of the Banks in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights of the Banks under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party or the Banks in furtherance of the transactions contemplated hereby.

Each Grantor agrees to reimburse the Secured Party and the Banks for, and indemnify them against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred (other than as a result of the gross negligence or willful misconduct of the Secured Party or any of the Banks) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements.

13. The Grantors and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks a Grantor proposes to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any Patent or Trademark a Grantor proposes to abandon so long as such Patent or Trademark is no longer used by such Grantor and is not material to the operations of such Grantor or any other member of the Borrower Affiliated Group, provided that after the occurrence and during the continuance of an Event of Default, the Secured Party's consent will be required prior to any such release and abandonment.

14. Each Grantor shall hold the Secured Party and the Banks harmless from any and all costs, damages and expenses which may be incurred by the Secured Party, the Banks or any Grantor in connection with any action or failure to act by the Secured Party or any Bank in connection with this Agreement, except those arising from the gross negligence or willful misconduct of the Secured Party or such Bank.

15. Any and all rights and interests of the Secured Party and the Banks in and to the Patents and Trademarks (and any and all obligations of the Grantors with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Grantors) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

16. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). Each Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York, the Commonwealth of Massachusetts or any federal court sitting in either such state, or any appellate court to which appeals may be taken from any of the foregoing courts, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Grantor by mail at the address specified in the Loan Agreement. Each Grantor hereby waives any objection that it may now or

hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

17. All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

18. When all Obligations are Fully Satisfied, this Agreement shall terminate, and the Secured Party shall, upon request and at the Borrower's expense, execute all such documentation necessary to release its security interest hereunder.

19. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

20. This Agreement and all obligations of the Grantors shall be binding upon the successors and assigns of each Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, the Banks and their respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code of New York have such defined meanings herein, unless the context otherwise indicates or requires.

21. THE GRANTORS AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND FOR THE BANKS TO MAKE THE LOANS. Except as prohibited by law, each Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 21 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Grantor (i) certifies that neither the Secured Party, nor any Bank nor any representative, agent or attorney of the Secured Party or any Bank has represented, expressly or otherwise, that the Secured Party or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Secured Party is a party, the Secured Party and the Banks are relying upon, among other things, the waivers and certifications in this Section 21.

(Signatures on next page)

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

WILMAR INDUSTRIES, INC.

By: _____
William Sanford
Chief Financial Officer

WILMAR FINANCIAL, INC.
WILMAR HOLDINGS, INC.
ACE MAINTENANCE MART USA, INC.
J.A. SEXAUER, INC.
MANAGEMENT SUPPLY COMPANY
ONE SOURCE SUPPLY, INC.
SUPPLY DEPOT, INC.
TRAYCO OF S.C., INC.

By: _____
William Sanford
Chief Financial Officer

Accepted:

FLEET NATIONAL BANK,
as Agent

By: _____
Title: Vice President

Schedule 1

NAMES AND ADDRESSES OF GUARANTORS

1. Wilmar Holdings, Inc.
900 Market Street, Suite 200
Wilmington, DE 19801

2. Wilmar Financial, Inc.
900 Market Street, Suite 200
Wilmington, DE 19801

3. J.A. Sexauer, Inc.
531 Central Park Avenue
Scarsdale, NY 10583

4. Trayco of S.C., Inc.
P.O. Box 950
1307 National Cemetary Road
Florence, SC 21503

5. Ace Maintenance Mart USA, Inc.
8717 Complex Drive
San Diego, CA 92123

6. Supply Depot, Inc.
3333-B Holly Hall
Houston, TX 77021

7. Management Supply Company
23975 Research Drive
Farmington Hills, MI 48024

8. One Source Supply, Inc.
3901 N. 29th Avenue
Hollywood, FL 33020

Schedule A

Patents

None.

Schedule B to Patent and Trademark Security Agreement

I. TRADEMARKS

A. Wilmar Industries, Inc.

1. "Wilmar": Registration Number 2072965; Filing Date 11/10/94; IC 042

2. "Bala": Serial Number 75-531808; Filing Date 08/06/98; IC 011

B. J.A. Sexauer, Inc.

1. Design of flying mule: Registration Number 2310302; Filing Date 10/10/97; IC 042; US 100, 101

2. "The Stain Eraser": Registration Number 2262153; Filing Date 10/22/97; IC 003; US 001, 004, 006, 050, 051, 052

3. "Liqui-Zyme": Registration Number 2258587; Filing Date 07/29/97; IC 003; US 001, 004, 006, 050, 051, 052

4. "Sexauer": Registration Number 2200953; Filing Date 12/23/96; IC 035; US 100, 101, 102

5. "Sexauer": Registration Number 2197011; Filing Date 10/28/96; IC 035; US 100, 101, 102

6. "Maintenance Choice": Registration Number 2185338; Filing Date 10/07/96; IC 035; US 100, 101, 102

7. "Nature-Green": Registration Number 2107994; Filing Date 07/05/96; IC 003; US 001, 004, 006, 050, 051, 052

8. "Neo-Tite": Registration Number 1917954; Filing Date 08/29/94; IC 017; US 001, 005, 012, 013, 035, 050

9. "Quik-Pick": Registration Number 1961071; Filing Date 07/13/94; IC 011; US 013, 021, 023, 031, 034

10. "**Sexauer** Home Products": Registration Number 2009326; Filing Date 05/23/94; IC 011; US 013, 021, 023, 031, 034

11. "Lime-Tamer": Registration Number 1539892; Filing Date 11/09/87; IC 001; US 006

12. "Ultra-Seal": Registration Number 1533798; Filing Date 10/26/87; IC 001; US 006

13. "Sexauer": Registration Number 1137747; Filing Date 02/22/79; IC 001; US 006

14. Design of "Sexauer Products": Registration Number 1103387; Filing Date 02/21/78; IC 011; US 013

15. "Easy-Wrap": Registration Number 1048507; Filing Date 06/30/75; IC 017; US 035

16. "Sure-Grip": Registration Number 0980821; Filing Date 07/10/72, IC 006; US 013

17. Mule-Kick: Registration Number 0765651; Filing Date 04/15/63; IC 003; US 052

18. Design of mule kicking: Registration Number 0765652; Filing Date 04/25/63; IC 003; US 052

19. "Big Jerry": Registration Number 0765650; Filing Date 04/15/63; IC 003; US 052

20. Design only: Registration Number 0322999; Filing Date 11/22/34; IC 003; US 004

21. Design only: Registration Number 0323153; Filing Date 11/22/34; IC 003; US 052

22. "Mule-Kick": Registration Number 0180572; Filing Date 08/22/23; IC 003; US 006

C. Trayco of S.C., Inc.

1. Design of "Trayco Inc": Registration Number 1530474; Filing Date 05/20/88; IC 003; US 052

2. Design of "Trayco": Registration Number 1594062; Filing Date 08/17/88; IC 011, US 013

3. Design of "Trayco Inc": Registration Number 1597320; Filing Date 08/17/88; IC 011; US 013

4. Design of "Trayco Inc": Registration Number 1529346; Filing Date 06/22/88; IC 007; US 023

5. Design of "Trayco": Registration Number 1531559; Filing Date 05/20/88; IC 003, US 052

6. "Trayco": Registration Number 1548809; Filing Date 08/03/87; IC 011; US 013

II. TRADEMARK APPLICATIONS

A. Wilmar Industries, Inc.

1. "Professional Solutions": Serial Number 75-625898; Filing Date 01/25/99; IC 001

2. "Harper Lighting": Serial Number 75-604714; Filing Date 12/14/98; IC 011

B. J.A. Sexauer, Inc.

1. "Pipe Cool": Serial Number 75660650; Filing Date 03/15/99; IC 001, US 001, 005, 006, 010, 026, 046

2. Design of "stylized mule": Serial Number 75378217; Filing Date 10/23/97; IC 035; US 100, 101, 102

III. TRADEMARK LICENSES

None.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Wilmar Industries, Inc., a corporation organized and existing under the laws of the State of New Jersey (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

WHEREAS, the Assignor and the Assignee entered into a Patent and Trademark Security Agreement dated as of May 16, 2000, by which Assignor granted a continuing security interest in and first priority lien on the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this ____ day of _____, _____.

WILMAR INDUSTRIES, INC.

By:_____

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, _____.

_____
(Name of Assignee)

By:_____
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, ____, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of Wilmar Industries, Inc. and that being duly authorized (s)he signed such instrument as a free act on behalf of Wilmar Industries, Inc.

_____
Notary Public
My commission expires:

ANNEX

Trademark or Service Mark	Registrations United States Patent and Trademark Office Registration No.	Registration Date

Trademark or Service Mark	Applications United States Patent and Trademark Office Serial No.	Filing Date

EXHIBIT 2

ASSIGNMENT OF PATENTS

WHEREAS, Wilmar Industries, Inc., a corporation organized and existing under the laws of the State of New Jersey (the "Assignor"), owns the patents, patent applications and related patent property (the "Patents") identified on the Annex hereto; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents;

WHEREAS, the Assignor and the Assignee entered into a Patent and Trademark Security Agreement dated as of May 16, 2000, by which Assignor granted a continuing security interest in and first priority lien on the Patents to Assignee;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and to any and all continuations, continuations in-part, divisions, patents of addition, renewals, extensions, foreign counterparts, utility models, reexaminations and reissues of any of said Patents for the full term thereof, this assignment including the Assignor's entire right to bring suit and recover damages for past infringement of any of said Patents and to assert any claim, action or cause of action that may have arisen prior to the date of this assignment or thereafter under any of said Patents.

This Assignment of Patents is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents below.

TRADEMARK
REEL: 002094 FRAME: 0021

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this ____ day of _____, _____.

WILMAR INDUSTRIES, INC.

By:_____

The foregoing assignment of the Patents by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, ____.

_____
(Name of Assignee)

By:_____
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, ____, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of Wilmar Industries, Inc. and that being duly authorized (s)he signed such instrument as a free act on behalf of Wilmar Industries, Inc.

_____
Notary Public
My commission expires:

ANNEX

Registrations
United States Patent and Trademark Office

Patent	Patent No.

Applications
United States Patent and Trademark Office

Patent	Patent Application No.

GSDocs-841727-8