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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fleet National Bank 1185 Avenue of the Americas, 18th Floor New York, New York 10036

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Trademark Release

Execution Date: July 28, 2003

2. Name and address of receiving party(ies)

Name: Interline Brands, Inc. Internal Address:

Street Address: 801 Bay Street, Duval County

City: Jacksonville State: FL Zip: 32204

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New Jersey 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

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

A. Trademark Application No.(s)

See attached Schedule B-1

B. Trademark Registration No.(s)

See attached Schedule B-1

Additional number(s) attached Yes No

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

Name: Ms. Penelope Agadoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth Street NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$2,915.00

- Enclosed 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.

Elizabeth Steiner

Name of Person Signing

Signature

1 August 2003 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/05/2003 6T0111 00000017 2072965

01 FC:8521 40.00 DP 02 FC:8522 2875.00 DP

TRADEMARK REEL: 002785 FRAME: 0001

**Schedule B to
Amended and Restated
Patent and Trademark Security
Agreement**

Schedule B-1

I. TRADEMARKS

A. Registered

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Wilmar	Wilmar Industries, Inc.	U.S.	2,072,965	11/10/94	42
Bala	Wilmar Industries, Inc.	U.S.	2,308,782	08/06/98	11
Durex	Wilmar Industries, Inc.	U.S.	1,312,939	09/30/82	03 17
The Stain Eraser	J.A. Sexauer, Inc.	U.S.	2,262,153	10/22/97	03
Liqui-Zyme	J.A. Sexauer, Inc.	U.S.	2,258,587	07/29/97	03
Sexauer	J.A. Sexauer, Inc.	U.S.	2,200,953	12/23/96	35
Sexauer	J.A. Sexauer, Inc.	U.S.	2,197,011	10/28/96	35
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Sexauer	J.A. Sexauer, Inc.	U.S.	861,261	10/06/67	04
Sexauer	J.A. Sexauer, Inc.	U.S.	558,236	03/24/50	19
Sexauer	J.A. Sexauer, Inc.	U.S.	533,533	07/08/46	08
SEXAUER	J.A. Sexauer, Inc.	U.S.	538,820	07/08/46	06 11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Sexauer	J.A. Sexauer, Inc.	U.S.	536,341	07/08/46	17
Sexauer (and design)	J.A. Sexauer, Inc.	U.S.	1,137,747	02/23/79	08
Sexauer (and design)	J.A. Sexauer, Inc.	U.S.	1,134,409	02/23/79	03
Sexauer (and design)	J.A. Sexauer, Inc.	U.S.	1,148,671	02/23/79	06
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Sexauer (and design)	J.A. Sexauer, Inc.	U.S.	1,135,402	02/22/79	01
Sexauer (and design)	J.A. Sexauer, Inc.	U.S.	1,185,370	03/05/79	04
Sexauer (and design)	J.A. Sexauer, Inc.	U.S.	1,135,759	02/16/79	17
Sexauer	J.A. Sexauer, Inc.	U.S.	1,144,052	02/17/78	11
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	1,103,387	02/21/78	11
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	896,146	05/28/70	03
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	893,738	05/28/69	17
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	896,495	05/28/69	01 11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	891,995	05/28/69	07 08
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	895,334	05/28/69	04
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	892,316	05/28/69	17
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	890,775	05/19/69	06
Sexauer Home Products	J.A. Sexauer, Inc.	U.S.	2,009,326	05/23/94	11
Visible Stock Control	J.A. Sexauer, Inc.	U.S.	817,247	05/19/65	06
Maintenance Choice	J.A. Sexauer, Inc.	U.S.	2,185,338	10/07/96	35
Nature-Green	J.A. Sexauer, Inc.	U.S.	2,107,994	07/05/96	03
Neo-Tite	J.A. Sexauer, Inc.	U.S.	1,917,954	08/29/94	17
Quik-Pick	J.A. Sexauer, Inc.	U.S.	1,961,071	07/13/94	11
Lime-Tamer	J.A. Sexauer, Inc.	U.S.	1,539,892	11/09/87	01
Ultra-Seal	J.A. Sexauer, Inc.	U.S.	1,533,798	10/26/87	01
Easy-Wrap	J.A. Sexauer, Inc.	U.S.	1,048,507	06/30/75	17
Easy-Wrap	J.A. Sexauer, Inc.	U.S.	928,898	05/12/69	17

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Easy-Tite	J.A. Sexauer, Inc.	U.S.	891,583	05/12/69	17
Easy-Tite	J.A. Sexauer, Inc.	U.S.	224,528	10/01/26	17
Sure-Grip	J.A. Sexauer, Inc.	U.S.	980,821	07/10/72	06
Mule-Kick	J.A. Sexauer, Inc.	U.S.	765,651	04/15/63	03
Mule-Kick	J.A. Sexauer, Inc.	U.S.	180,572	08/22/23	03
Mule-Kick	J.A. Sexauer, Inc.	U.S.	765,651	04/15/63	03
Mule Kick	J.A. Sexauer, Inc.	U.S.	286,815	01/23/31	03
Design of mule kicking	J.A. Sexauer, Inc.	U.S.	765,652	04/25/63	03
Design of flying mule	J.A. Sexauer, Inc.	U.S.	2,310,302	10/10/97	42
Big Jerry	J.A. Sexauer, Inc.	U.S.	765,650	04/15/63	03
Design only ^{1/}	J.A. Sexauer, Inc.	U.S.	322,999	11/22/34	03
Design only	J.A. Sexauer, Inc.	U.S.	323,153	11/22/34	03
Design only	J.A. Sexauer, Inc.	U.S.	558,587	07/08/46	11
Design only	J.A. Sexauer, Inc.	U.S.	268,242	04/13/29	17

^{1/} This mark was assigned to JA Sexauer by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design only	J.A. Sexauer, Inc.	U.S.	246,286	02/15/28	06
Design only	J.A. Sexauer, Inc.	U.S.	2,264,220	10/23/97	35
Design only	J.A. Sexauer, Inc.	U.S.	268,242	04/13/29	17
Design only	J.A. Sexauer, Inc.	U.S.	246,286	02/15/28	06
Stylized letters of "Value Plus"	J.A. Sexauer, Inc.	U.S.	1,405,827	01/27/86	17
Stylized letters of "Value Plus"	J.A. Sexauer, Inc.	U.S.	1,433,579	01/06/86	08
Stylized letters: "Value Plus"	J.A. Sexauer, Inc.	U.S.	1,427,371	12/04/85	11
Value Plus	J.A. Sexauer, Inc.	U.S.	1,429,867	12/02/85	08
Value Plus	J.A. Sexauer, Inc.	U.S.	1,400,327	11/29/85	17
Stylized letters: "Conquest"	J.A. Sexauer, Inc.	U.S.	1,189,902	06/26/80	11
Bull Dog	J.A. Sexauer, Inc.	U.S.	959,791	06/22/72	11
"Bull Dog"	J.A. Sexauer, Inc.	U.S.	554,450	02/15/51	08
Blue Spot	J.A. Sexauer, Inc.	U.S.	9 ^c 8,856	06/22/72	06
Make Tight Stay (and design)	J.A. Sexauer, Inc.	U.S.	941,244	04/07/71	06
Stylized letters: "SEX-ITE"	J.A. Sexauer, Inc.	U.S.	551,132	02/15/51	06
Blue Spot	J.A. Sexauer, Inc.	U.S.	439,361	07/08/46	11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Handy Andy	J.A. Sexauer, Inc.	U.S.	288,175	05/06/31	17
Handy Andy	J.A. Sexauer, Inc.	U.S.	289,929	05/06/31	06
Balloon	J.A. Sexauer, Inc.	U.S.	217,334	04/12/26	11
Value Plus ²	J.A. Sexauer	U.S.	1,434,614	01/10/86	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,530,474	05/20/88	03
Design of "Trayco"	Trayco of S.C., Inc.	U.S.	1,594,062	08/17/88	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,597,320	08/17/88	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,529,346	06/22/88	07
Design of "Trayco"	Trayco of S.C., Inc.	U.S.	1,531,559	05/20/88	03
Trayco	Trayco of S.C., Inc.	U.S.	1,548,809	08/03/87	03 07 11
Trayco ³	Trayco of S.C., Inc.	U.S.	1,525,263	08/22/88	07
Design of "Management Supply Company"	Management Supply Company	U.S.	2,085,728	06/27/96	35

² This mark was assigned to JA Sexauer by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

³ This mark was assigned to Trayco by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design of "Supply Depot"	Supply Depot Inc.	U.S.	1,806,604	03/18/93	42
Kicker	J.A. Sexauer, Inc.	Canada	442,640	07/18/94	03, 06, 08, 21, 26
Mule Kick	J.A. Sexauer, Inc.	Canada	446,798	09/27/94	03
Super Mule Design	J.A. Sexauer, Inc.	Canada	464,231	08/10/94	03, 04, 06, 08, 11, 17
Maintenance Choice	J.A. Sexauer, Inc.	Canada	517,696	09/17/96	06, 08, 09, 11, 35, 42
Sexauer	J.A. Sexauer, Inc.	Canada	316,729	07/25/86	01, 02, 03, 04, 06, 07, 08, 11, 17, 18, 19, 20, 21, 22
Sexauer Logo	J.A. Sexauer, Inc.	Canada	322,379	01/02/87	01, 02, 03, 06, 07, 08, 09, 11, 12, 17, 20
Value Plus Logo	J.A. Sexauer, Inc.	Canada	331,694	05/06/86	02, 06, 07, 08, 11, 20, 21
Value Plus	J.A. Sexauer, Inc.	Canada	334,336	05/06/86	06, 08, 09, 11, 17
Quick-Pick	J.A. Sexauer, Inc.	Canada	473,783	06/30/94	11, 20

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Liqui-Zyme	J. A. Sexauer, Inc.	Canada	857,706 (application number)	10/02/97	03

B. Unregistered

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction Used</u>
Sexauer	J. A. Sexauer, Inc.	Puerto Rico
Sexauer Products Logo	J. A. Sexauer, Inc.	Puerto Rico
Sexauer	J. A. Sexauer, Inc.	Puerto Rico
Sexauer	J. A. Sexauer, Inc.	Puerto Rico
Sexauer	J. A. Sexauer, Inc.	Puerto Rico
Sexauer Products Logo	J. A. Sexauer, Inc.	Puerto Rico
Sexauer	J. A. Sexauer, Inc.	Puerto Rico
Sure-Grip	J. A. Sexauer, Inc.	Puerto Rico
Wilflo	Wilmar Industries, Inc.	U.S.
SuperK	Wilmar Industries, Inc.	U.S.

II. TRADEMARK APPLICATIONS

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied</u>	<u>application/ serial number</u>	<u>filing date</u>	<u>Int'l Class</u>
Professional Solutions	Wilmar Industries, Inc.	U.S.	75-625,898	01/25/99	03 05
Harper Lighting	Wilmar Industries, Inc.	U.S.	75-604,714	12/14/98	11
Pipe Cool	J.A. Sexauer, Inc.	U.S.	75-660,650	03/15/99	01
Design of "stylized mule"	J.A. Sexauer, Inc.	U.S.	75-378,217	10/23/97	35
Grease Monkey	Trayco of S.C., Inc.	U.S.	75-916,914	02/11/00	03
Design only [monkey]	Trayco of S.C., Inc.	U.S.	75-916,913	02/11/00	03
Design only [monkey]	Trayco of S.C., Inc.	U.S.	75-893,392	01/07/00	42
Maintenance Direct	Trayco of S.C., Inc.	U.S.	75-892,505	01/07/00	42
Trayco	Trayco of S.C., Inc.	U.S.	75-892,500	01/07/00	42

III. TRADEMARK LICENSES

None

NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

WHEREAS, pursuant to an Amended and Restated Patent and Trademark Security Agreement dated as of September 29, 2000 (the "Patent and Trademark Security Agreement") recorded in the United States Patent and Trademark Office (the "PTO") on October 27, 2000 and at Reel 002217, Frame 0296; Reel 002229, Frame 0294; Reel 002230, Frame 0953; and recorded in the PTO on January 2, 2001 at Reel 002212, Frame 0001) Interline Brands, Inc. (f/k/a Wilmar Industries, Inc.), a New Jersey corporation and each of its subsidiaries listed on Schedule 1 hereto (collectively, "Assignor") assigned to and granted to Fleet National Bank ("Assignee"), as agent for itself and various other lending institutions, a security interest in all right, title and interest of Assignor in and to the trademarks and applications therefore listed on Schedule A hereto; and

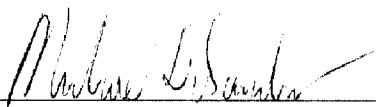
WHEREAS, Assignee wishes to provide a document suitable for recording in the United States Patent and Trademark office for purposes of recording the release, relinquishment and discharge of its security interest in the trademarks and applications subject to the Patent and Trademark Security Agreement, including, without limitation, the trademarks and applications listed on Schedule A hereto, whether or not they have been recorded at any reel and frames, if any, including, without limitation, the reel and frame numbers listed above;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Assignee hereby relinquishes, releases and discharges its security interest in the trademarks and applications subject to the Patent and Trademark Security Agreement, including, without limitation, the trademarks and applications listed on Schedule A hereto, whether or not they have been recorded at any reel and frames, if any, including, without limitation, the reel and frame numbers listed above;

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused this Notice of Release of Security Interest in Trademarks to be duly executed as of July 28, 2003.

Fleet National Bank, as Agent

By: 
Its: DIRECTOR

SCHEDULE 1

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.

Barnett Inc.

U.S. Lock Corporation

USL Holdings, LLC

SCHEDULE A

Trademark Or <u>Service Mark</u>	Registrations	
	<u>United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
PREMIER	1,914,517	8/9/95
BARNETT	1,898,552	6/13/95
HANDI SHOP	1,158,799	6/30/81
HANDI SHOP	1,199,340	6/29/82
PROPLUS (stylized letters)	2,007,761	10/15/96
BI LOGO (and design)	2,320,496	2/22/00
MAINTENANCE USA (and design)	2,327,939	3/14/00
HARDWAREEXPRESS (stylized letters)	2,310,694	1/25/00
LEGEND (stylized letters)	2,317,422	2/15/00
BARNETT	2,287,527	10/19/99
PREMIER	2,215,678	1/5/99
HARDWARE EXPRESS ¹	1,880,212	2/21/95

¹ Search report indicates that only a part interest in this mark was assigned to Barnett by Donald Hollingsworth.

Trademark Or <u>Service Mark</u>	Applications United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
GET IT RIGHT, GET IT NOW, GUARANTEED	76-048,373	5/15/00
LEGEND ¹	75-153,002	8/9/96 (suspended)
LUMINA ²	75-153,003	8/9/96 (opposed)

Common-law trademarks:

MAXIM

POWERWORKS

DESIGNERS TOUCH

ANVIL MARK

LERAN

BARNETT OF THE CARIBBEAN

¹ This intent-to-use application is pending, but the time for further action by Barnett Inc. with respect to the prosecution of the application has been suspended by the Patent and Trademark Office pursuant to 37 C.F.R. § 2.67.

² This intent-to-use application was published for opposition on June 2, 1998. An opposition was filed by NSI Enterprises, Inc. on December 22, 1999 and is still pending as Proceeding No. 116679.

U.S. LOCK CORPORATION (New York Corporation)

Trademark Or <u>Service Mark</u>	Registrations United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
BIG DUTY DEADBOLT	1,947,684	1/9/96
THE NATIONWIDE NETWORK OF SECURITY PROFESSIONALS	1,503,483	9/6/88
SECURITY BOW	1,437,712	4/28/87
U.S. LOCK and design	1,183,470	12/29/81
U.S. LOCK	1,163,405	8/4/81

U.S. LOCK CORPORATION (New York Corporation)

Trademark Or <u>Service Mark</u>	Applications United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
SECURITY PRO	75-717,463	6/1/99

III. TRADEMARK LICENSES

1. Trademark Use Agreement dated July 9, 2000 between Barnett Inc. and Waxman Industries, Inc., with respect to the use of the mark WAMI (Reg. No. 1,972,824) by Barnett.
2. Trademark Use Agreement dated July 9, 2000 between Barnett Inc. and Waxman Industries, Inc., with respect to the use of the mark ELECTRACRAFT (Reg. No. 955,608) by Barnett.

**Schedule B to
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Schedule B-1

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Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	891,995	05/28/69	07 08
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	895,334	05/28/69	04
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	892,316	05/28/69	17
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	890,775	05/19/69	06
Sexauer Home Products	J.A. Sexauer, Inc.	U.S.	2,009,326	05/23/94	11
Visible Stock Control	J.A. Sexauer, Inc.	U.S.	817,247	05/19/65	06
Maintenance Choice	J.A. Sexauer, Inc.	U.S.	2,185,338	10/07/96	35
Nature-Green	J.A. Sexauer, Inc.	U.S.	2,107,994	07/05/96	03
Neo-Tite	J.A. Sexauer, Inc.	U.S.	1,917,954	08/29/94	17
Quik-Pick	J.A. Sexauer, Inc.	U.S.	1,961,071	07/13/94	11
Lime-Tamer	J.A. Sexauer, Inc.	U.S.	1,539,892	11/09/87	01
Ultra-Seal	J.A. Sexauer, Inc.	U.S.	1,533,798	10/26/87	01
Easy-Wrap	J.A. Sexauer, Inc.	U.S.	1,048,507	06/30/75	17
Easy-Wrap	J.A. Sexauer, Inc.	U.S.	928,898	05/12/69	17

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Easy-Tite	J. A. Sexauer, Inc.	U.S.	891,583	05/12/69	17
Easy-Tite	J. A. Sexauer, Inc.	U.S.	224,528	10/01/26	17
Sure-Grip	J. A. Sexauer, Inc.	U.S.	980,821	07/10/72	06
Mule-Kick	J. A. Sexauer, Inc.	U.S.	765,651	04/15/63	03
Mule-Kick	J. A. Sexauer, Inc.	U.S.	180,572	08/22/23	03
Mule-Kick	J. A. Sexauer, Inc.	U.S.	765,651	04/15/63	03
Mule Kick	J. A. Sexauer, Inc.	U.S.	286,815	01/23/31	03
Design of mule kicking	J. A. Sexauer, Inc.	U.S.	765,652	04/25/63	03
Design of flying mule	J. A. Sexauer, Inc.	U.S.	2,310,302	10/10/97	42
Big Jerry	J. A. Sexauer, Inc.	U.S.	765,650	04/15/63	03
Design only ¹	J. A. Sexauer, Inc.	U.S.	322,999	11/22/34	03
Design only	J. A. Sexauer, Inc.	U.S.	323,153	11/22/34	03
Design only	J. A. Sexauer, Inc.	U.S.	558,587	07/08/46	11
Design only	J. A. Sexauer, Inc.	U.S.	268,242	04/13/29	17

¹ This mark was assigned to JA Sexauer by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design only	J. A. Sexauer, Inc.	U.S.	246,286	02/15/28	06
Design only	J. A. Sexauer, Inc.	U.S.	2,264,220	10/23/97	35
Design only	J. A. Sexauer, Inc.	U.S.	268,242	04/13/29	17
Design only	J. A. Sexauer, Inc.	U.S.	246,286	02/15/28	06
Stylized letters of "Value Plus"	J. A. Sexauer, Inc.	U.S.	1,405,827	01/27/86	17
Stylized letters of "Value Plus"	J. A. Sexauer, Inc.	U.S.	1,433,579	01/06/86	08
Stylized letters: "Value Plus"	J. A. Sexauer, Inc.	U.S.	1,427,371	12/04/85	11
Value Plus	J. A. Sexauer, Inc.	U.S.	1,429,867	12/02/85	08
Value Plus	J. A. Sexauer, Inc.	U.S.	1,400,327	11/29/85	17
Stylized letters: "Conquest"	J. A. Sexauer, Inc.	U.S.	1,189,902	06/26/80	11
Bull Dog	J. A. Sexauer, Inc.	U.S.	959,791	06/22/72	11
"Bull Dog"	J. A. Sexauer, Inc.	U.S.	554,450	02/15/51	08
Blue Spot	J. A. Sexauer, Inc.	U.S.	958,856	06/22/72	06
Make Tight Stay (and design)	J. A. Sexauer, Inc.	U.S.	941,244	04/07/71	06
Stylized letters: "SEX-ITE"	J. A. Sexauer, Inc.	U.S.	551,132	02/15/51	06
Blue Spot	J. A. Sexauer, Inc.	U.S.	439,361	07/08/46	11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Handy Andy	J.A. Sexauer, Inc.	U.S.	288,175	05/06/31	17
Handy Andy	J.A. Sexauer, Inc.	U.S.	289,929	05/06/31	06
Balloon	J.A. Sexauer, Inc.	U.S.	217,334	04/12/26	11
Value Plus ^{2/}	J.A. Sexauer	U.S.	1,434,614	01/10/86	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,530,474	05/20/88	03
Design of "Trayco"	Trayco of S.C., Inc.	U.S.	1,594,062	08/17/88	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,597,320	08/17/88	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,529,346	06/22/88	07
Design of "Trayco"	Trayco of S.C., Inc.	U.S.	1,531,559	05/20/88	03
Trayco	Trayco of S.C., Inc.	U.S.	1,548,809	08/03/87	03 07 11
Trayco ^{3/}	Trayco of S.C., Inc.	U.S.	1,525,263	08/22/88	07
Design of "Management Supply Company"	Management Supply Company	U.S.	2,085,728	06/27/96	35

^{2/} This mark was assigned to JA Sexauer by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

^{3/} This mark was assigned to Trayco by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design of "Supply Depot"	Supply Depot Inc.	U.S.	1,806,604	03/18/93	42
Kicker	J.A. Sexauer, Inc.	Canada	442,640	07/18/94	03, 06, 08, 21, 26
Mule Kick	J.A. Sexauer, Inc.	Canada	446,798	09/27/94	03
Super Mule Design	J.A. Sexauer, Inc.	Canada	464,231	08/10/94	03, 04, 06, 08, 11, 17
Maintenance Choice	J.A. Sexauer, Inc.	Canada	517,696	09/17/96	06, 08, 09, 11, 35, 42
Sexauer	J.A. Sexauer, Inc.	Canada	316,729	07/25/86	01, 02, 03, 04, 06, 07, 08, 11, 17, 18, 19, 20, 21, 22
Sexauer Logo	J.A. Sexauer, Inc.	Canada	322,379	01/02/87	01, 02, 03, 06, 07, 08, 09, 11, 12, 17, 20
Value Plus Logo	J.A. Sexauer, Inc.	Canada	331,694	05/06/86	02, 06, 07, 08, 11, 20, 21
Value Plus	J.A. Sexauer, Inc.	Canada	334,336	05/06/86	06, 08, 09, 11, 17
Quick-Pick	J.A. Sexauer, Inc.	Canada	473,783	06/30/94	11, 20

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Liqui-Zyme	J.A. Sexauer, Inc.	Canada	857,706 (application number)	10/02/97	03

B. Unregistered

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction Used</u>
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer Products Logo	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer Products Logo	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sure-Grip	J.A. Sexauer, Inc.	Puerto Rico
Wilflo	Wilmar Industries, Inc.	U.S.
SuperK	Wilmar Industries, Inc.	U.S.

II. TRADEMARK APPLICATIONS

<u>Title</u>	<u>Owner</u>	Jurisdiction in which <u>applied</u>	application/ serial <u>number</u>	<u>filing date</u>	<u>Int'l Class</u>
Professional Solutions	Wilmar Industries, Inc.	U.S.	75-625,898	01/25/99	03 05
Harper Lighting	Wilmar Industries, Inc.	U.S.	75-604,714	12/14/98	11
Pipe Cool	J.A. Sexauer, Inc.	U.S.	75-660,650	03/15/99	01
Design of "stylized mule"	J.A. Sexauer, Inc.	U.S.	75-378,217	10/23/97	35
Grease Monkey	Trayco of S.C., Inc.	U.S.	75-916,914	02/11/00	03
Design only [monkey]	Trayco of S.C., Inc.	U.S.	75-916,913	02/11/00	03
Design only [monkey]	Trayco of S.C., Inc.	U.S.	75-893,392	01/07/00	42
Maintenance Direct	Trayco of S.C., Inc.	U.S.	75-892,505	01/07/00	42
Trayco	Trayco of S.C., Inc.	U.S.	75-892,500	01/07/00	42

III. TRADEMARK LICENSES

None

Trademark Or <u>Service Mark</u>	Registrations	
	<u>United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
PREMIER	1,914,517	8/9/95
BARNETT	1,898,552	6/13/95
HANDI SHOP	1,158,799	6/30/81
HANDI SHOP	1,199,340	6/29/82
PROPLUS (stylized letters)	2,007,761	10/15/96
BI LOGO (and design)	2,320,496	2/22/00
MAINTENANCE USA (and design)	2,327,939	3/14/00
HARDWAREEXPRESS (stylized letters)	2,310,694	1/25/00
LEGEND (stylized letters)	2,317,422	2/15/00
BARNETT	2,287,527	10/19/99
PREMIER	2,215,678	1/5/99
HARDWARE EXPRESS ¹	1,880,212	2/21/95

¹ Search report indicates that only a part interest in this mark was assigned to Barnett by Donald Hollingsworth.

Trademark Or <u>Service Mark</u>	Applications United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
GET IT RIGHT, GET IT NOW, GUARANTEED	76-048,373	5/15/00
LEGEND ¹	75-153,002	8/9/96 (suspended)
LUMINA ²	75-153,003	8/9/96 (opposed)

Common-law trademarks:

MAXIM

POWERWORKS

DESIGNERS TOUCH

ANVIL MARK

LERAN

BARNETT OF THE CARIBBEAN

¹ This intent-to-use application is pending, but the time for further action by Barnett Inc. with respect to the prosecution of the application has been suspended by the Patent and Trademark Office pursuant to 37 C.F.R. § 2.67.

² This intent-to-use application was published for opposition on June 2, 1998. An opposition was filed by NSI Enterprises, Inc. on December 22, 1999 and is still pending as Proceeding No. 116679.

U.S. LOCK CORPORATION (New York Corporation)

Trademark Or <u>Service Mark</u>	Registrations	
	<u>United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
BIG DUTY DEADBOLT	1,947,684	1/9/96
THE NATIONWIDE NETWORK OF SECURITY PROFESSIONALS	1,503,483	9/6/88
SECURITY BOW	1,437,712	4/28/87
U.S. LOCK and design	1,183,470	12/29/81
U.S. LOCK	1,163,405	8/4/81

U.S. LOCK CORPORATION (New York Corporation)

Trademark
Or
Service Mark

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

SECURITY PRO

75-717,463 6/1/99

III. TRADEMARK LICENSES

1. Trademark Use Agreement dated July 9, 2000 between Barnett Inc. and Waxman Industries, Inc., with respect to the use of the mark WAMI (Reg. No. 1,972,824) by Barnett.

2. Trademark Use Agreement dated July 9, 2000 between Barnett Inc. and Waxman Industries, Inc., with respect to the use of the mark ELECTRACRAFT (Reg. No. 955,608) by Barnett.

**Schedule B to
Amended and Restated
Patent and Trademark Security
Agreement**

Schedule B-1

I. TRADEMARKS

A. Registered

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Wilmar	Wilmar Industries, Inc.	U.S.	2,072,965	11/10/94	42
Bala	Wilmar Industries, Inc.	U.S.	2,308,782	08/06/98	11
Durex	Wilmar Industries, Inc.	U.S.	1,312,939	09/30/82	03 17
The Stain Eraser	J.A. Sexauer, Inc.	U.S.	2,262,153	10/22/97	03
Liqui-Zyme	J.A. Sexauer, Inc.	U.S.	2,258,587	07/29/97	03
Sexauer	J.A. Sexauer, Inc.	U.S.	2,200,953	12/23/96	35
Sexauer	J.A. Sexauer, Inc.	U.S.	2,197,011	10/28/96	35
Sexauer	J.A. Sexauer, Inc.	U.S.	880,136	07/09/68	03
Sexauer	J.A. Sexauer, Inc.	U.S.	484,767	10/25/66	03
Sexauer	J.A. Sexauer, Inc.	U.S.	861,261	10/06/67	04
Sexauer	J.A. Sexauer, Inc.	U.S.	558,236	03/24/50	19
Sexauer	J.A. Sexauer, Inc.	U.S.	533,533	07/08/46	08
SEXAUER	J.A. Sexauer, Inc.	U.S.	538,820	07/08/46	06 11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Sexauer	J. A. Sexauer, Inc.	U.S.	536,341	07/08/46	17
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,137,747	02/23/79	08
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,134,409	02/23/79	03
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,148,671	02/23/79	06
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,142,351	02/23/79	09
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,138,354	02/23/79	11
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,135,402	02/22/79	01
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,185,370	03/05/79	04
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,135,759	02/16/79	17
Sexauer	J. A. Sexauer, Inc.	U.S.	1,144,052	02/17/78	11
Design of "Sexauer Products"	J. A. Sexauer, Inc.	U.S.	1,103,387	02/21/78	11
Design of "Sexauer Products"	J. A. Sexauer, Inc.	U.S.	896,146	05/28/70	03
Design of "Sexauer Products"	J. A. Sexauer, Inc.	U.S.	893,738	05/28/69	17
Design of "Sexauer Products"	J. A. Sexauer, Inc.	U.S.	896,495	05/28/69	01 11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	891,995	05/28/69	07 08
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	895,334	05/28/69	04
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	892,316	05/28/69	17
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	890,775	05/19/69	06
Sexauer Home Products	J.A. Sexauer, Inc.	U.S.	2,009,326	05/23/94	11
Visible Stock Control	J.A. Sexauer, Inc.	U.S.	817,247	05/19/65	06
Maintenance Choice	J.A. Sexauer, Inc.	U.S.	2,185,338	10/07/96	35
Nature-Green	J.A. Sexauer, Inc.	U.S.	2,107,994	07/05/96	03
Neo-Tite	J.A. Sexauer, Inc.	U.S.	1,917,954	08/29/94	17
Quik-Pick	J.A. Sexauer, Inc.	U.S.	1,961,071	07/13/94	11
Lime-Tamer	J.A. Sexauer, Inc.	U.S.	1,539,892	11/09/87	01
Ultra-Seal	J.A. Sexauer, Inc.	U.S.	1,533,798	10/26/87	01
Easy-Wrap	J.A. Sexauer, Inc.	U.S.	1,048,507	06/30/75	17
Easy-Wrap	J.A. Sexauer, Inc.	U.S.	928,898	05/12/69	17

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
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Easy-Tite	J.A. Sexauer, Inc.	U.S.	224,528	10/01/26	17
Sure-Grip	J.A. Sexauer, Inc.	U.S.	980,821	07/10/72	06
Mule-Kick	J.A. Sexauer, Inc.	U.S.	765,651	04/15/63	03
Mule-Kick	J.A. Sexauer, Inc.	U.S.	180,572	08/22/23	03
Mule-Kick	J.A. Sexauer, Inc.	U.S.	765,651	04/15/63	03
Mule Kick	J.A. Sexauer, Inc.	U.S.	286,815	01/23/31	03
Design of mule kicking	J.A. Sexauer, Inc.	U.S.	765,652	04/25/63	03
Design of flying mule	J.A. Sexauer, Inc.	U.S.	2,310,302	10/10/97	42
Big Jerry	J.A. Sexauer, Inc.	U.S.	765,650	04/15/63	03
Design only ^{1/}	J.A. Sexauer, Inc.	U.S.	322,999	11/22/34	03
Design only	J.A. Sexauer, Inc.	U.S.	323,153	11/22/34	03
Design only	J.A. Sexauer, Inc.	U.S.	558,587	07/08/46	11
Design only	J.A. Sexauer, Inc.	U.S.	268,242	04/13/29	17

^{1/} This mark was assigned to JA Sexauer by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design only	J.A. Sexauer, Inc.	U.S.	246,286	02/15/28	06
Design only	J.A. Sexauer, Inc.	U.S.	2,264,220	10/23/97	35
Design only	J.A. Sexauer, Inc.	U.S.	268,242	04/13/29	17
Design only	J.A. Sexauer, Inc.	U.S.	246,286	02/15/28	06
Stylized letters of "Value Plus"	J.A. Sexauer, Inc.	U.S.	1,405,827	01/27/86	17
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Value Plus	J.A. Sexauer, Inc.	U.S.	1,429,867	12/02/85	08
Value Plus	J.A. Sexauer, Inc.	U.S.	1,400,327	11/29/85	17
Stylized letters: "Conquest"	J.A. Sexauer, Inc.	U.S.	1,189,902	06/26/80	11
Bull Dog	J.A. Sexauer, Inc.	U.S.	959,791	06/22/72	11
"Bull Dog"	J.A. Sexauer, Inc.	U.S.	554,450	02/15/51	08
Blue Spot	J.A. Sexauer, Inc.	U.S.	958,856	06/22/72	06
Make Tight Stay (and design)	J.A. Sexauer, Inc.	U.S.	941,244	04/07/71	06
Stylized letters: "SEX-ITE"	J.A. Sexauer, Inc.	U.S.	551,132	02/15/51	06
Blue Spot	J.A. Sexauer, Inc.	U.S.	439,361	07/08/46	11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Handy Andy	J.A. Sexauer, Inc.	U.S.	288,175	05/06/31	17
Handy Andy	J.A. Sexauer, Inc.	U.S.	289,929	05/06/31	06
Balloon	J.A. Sexauer, Inc.	U.S.	217,334	04/12/26	11
Value Plus ^{2/}	J.A. Sexauer	U.S.	1,434,614	01/10/86	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,530,474	05/20/88	03
Design of "Trayco"	Trayco of S.C., Inc.	U.S.	1,594,062	08/17/88	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,597,320	08/17/88	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,529,346	06/22/88	07
Design of "Trayco"	Trayco of S.C., Inc.	U.S.	1,531,559	05/20/88	03
Trayco	Trayco of S.C., Inc.	U.S.	1,548,809	08/03/87	03 07 11
Trayco ^{3/}	Trayco of S.C., Inc.	U.S.	1,525,263	08/22/88	07
Design of "Management Supply Company"	Management Supply Company	U.S.	2,085,728	06/27/96	35

^{2/} This mark was assigned to JA Sexauer by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

^{3/} This mark was assigned to Trayco by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design of "Supply Depot"	Supply Depot Inc.	U.S.	1,806,604	03/18/93	42
Kicker	J. A. Sexauer, Inc.	Canada	442,640	07/18/94	03, 06, 08, 21, 26
Mule Kick	J. A. Sexauer, Inc.	Canada	446,798	09/27/94	03
Super Mule Design	J. A. Sexauer, Inc.	Canada	464,231	08/10/94	03, 04, 06, 08, 11, 17
Maintenance Choice	J. A. Sexauer, Inc.	Canada	517,696	09/17/96	06, 08, 09, 11, 35, 42
Sexauer	J. A. Sexauer, Inc.	Canada	316,729	07/25/86	01, 02, 03, 04, 06, 07, 08, 11, 17, 18, 19, 20, 21, 22
Sexauer Logo	J. A. Sexauer, Inc.	Canada	322,379	01/02/87	01, 02, 03, 06, 07, 08, 09, 11, 12, 17, 20
Value Plus Logo	J. A. Sexauer, Inc.	Canada	331,694	05/06/86	02, 06, 07, 08, 11, 20, 21
Value Plus	J. A. Sexauer, Inc.	Canada	334,336	05/06/86	06, 08, 09, 11, 17
Quick-Pick	J. A. Sexauer, Inc.	Canada	473,783	06/30/94	11, 20

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Liqui-Zyme	J.A. Sexauer, Inc.	Canada	857,706 (application number)	10/02/97	03

B. Unregistered

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction Used</u>
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer Products Logo	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer Products Logo	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sure-Grip	J.A. Sexauer, Inc.	Puerto Rico
Wilflo	Wilmar Industries, Inc.	U.S.
SuperK	Wilmar Industries, Inc.	U.S.

II. TRADEMARK APPLICATIONS

<u>Title</u>	<u>Owner</u>	Jurisdiction in which <u>applied</u>	application/ serial <u>number</u>	<u>filing date</u>	<u>Int'l Class</u>
Professional Solutions	Wilmar Industries, Inc.	U.S.	75-625,898	01/25/99	03 05
Harper Lighting	Wilmar Industries, Inc.	U.S.	75-604,714	12/14/98	11
Pipe Cool	J.A. Sexauer, Inc.	U.S.	75-660,650	03/15/99	01
Design of "stylized mule"	J.A. Sexauer, Inc.	U.S.	75-378,217	10/23/97	35
Grease Monkey	Trayco of S.C., Inc.	U.S.	75-916,914	02/11/00	03
Design only [monkey]	Trayco of S.C., Inc.	U.S.	75-916,913	02/11/00	03
Design only [monkey]	Trayco of S.C., Inc.	U.S.	75-893,392	01/07/00	42
Maintenance Direct	Trayco of S.C., Inc.	U.S.	75-892,505	01/07/00	42
Trayco	Trayco of S.C., Inc.	U.S.	75-892,500	01/07/00	42

III. TRADEMARK LICENSES

None

Trademark Or Service Mark	Registrations	
	United States Patent and Trademark Office Registration No.	Registration Date
PREMIER	1,914,517	8/9/95
BARNETT	1,898,552	6/13/95
HANDI SHOP	1,158,799	6/30/81
HANDI SHOP	1,199,340	6/29/82
PROPLUS (stylized letters)	2,007,761	10/15/96
BI LOGO (and design)	2,320,496	2/22/00
MAINTENANCE USA (and design)	2,327,939	3/14/00
HARDWAREEXPRESS (stylized letters)	2,310,694	1/25/00
LEGEND (stylized letters)	2,317,422	2/15/00
BARNETT	2,287,527	10/19/99
PREMIER	2,215,678	1/5/99
HARDWARE EXPRESS ¹	1,880,212	2/21/95

¹ Search report indicates that only a part interest in this mark was assigned to Barnett by Donald Hollingsworth.

Trademark Or <u>Service Mark</u>	Applications	
	<u>Serial No.</u>	<u>Filing Date</u>
GET IT RIGHT, GET IT NOW, GUARANTEED	76-048,373	5/15/00
LEGEND ¹	75-153,002	8/9/96 (suspended)
LUMINA ²	75-153,003	8/9/96 (opposed)

Common-law trademarks:

MAXIM

POWERWORKS

DESIGNERS TOUCH

ANVIL MARK

LERAN

BARNETT OF THE CARIBBEAN

¹ This intent-to-use application is pending, but the time for further action by Barnett Inc. with respect to the prosecution of the application has been suspended by the Patent and Trademark Office pursuant to 37 C.F.R. § 2.67.

² This intent-to-use application was published for opposition on June 2, 1998. An opposition was filed by NSI Enterprises, Inc. on December 22, 1999 and is still pending as Proceeding No. 116679.

U.S. LOCK CORPORATION (New York Corporation)

Trademark Or <u>Service Mark</u>	Registrations United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
BIG DUTY DEADBOLT	1,947,684	1/9/96
THE NATIONWIDE NETWORK OF SECURITY PROFESSIONALS	1,503,483	9/6/88
SECURITY BOW	1,437,712	4/28/87
U.S. LOCK and design	1,183,470	12/29/81
U.S. LOCK	1,163,405	8/4/81

U.S. LOCK CORPORATION (New York Corporation)

Trademark
Or
Service Mark

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

SECURITY PRO

75-717,463 6/1/99

III. TRADEMARK LICENSES

1. Trademark Use Agreement dated July 9, 2000 between Barnett Inc. and Waxman Industries, Inc., with respect to the use of the mark WAMI (Reg. No. 1,972,824) by Barnett.
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TRADEMARK
REEL: 002785 FRAME: 0050

**Schedule B to
Amended and Restated
Patent and Trademark Security
Agreement**

Schedule B-1

I. TRADEMARKS

A. Registered

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Wilmar	Wilmar Industries, Inc.	U.S.	2,072,965	11/10/94	42
Bala	Wilmar Industries, Inc.	U.S.	2,308,782	08/06/98	11
Durex	Wilmar Industries, Inc.	U.S.	1,312,939	09/30/82	03 17
The Stain Eraser	J.A. Sexauer, Inc.	U.S.	2,262,153	10/22/97	03
Liqui-Zyme	J.A. Sexauer, Inc.	U.S.	2,258,587	07/29/97	03
Sexauer	J.A. Sexauer, Inc.	U.S.	2,200,953	12/23/96	35
Sexauer	J.A. Sexauer, Inc.	U.S.	2,197,011	10/28/96	35
Sexauer	J.A. Sexauer, Inc.	U.S.	880,136	07/09/68	03
Sexauer	J.A. Sexauer, Inc.	U.S.	484,767	10/25/66	03
Sexauer	J.A. Sexauer, Inc.	U.S.	861,261	10/06/67	04
Sexauer	J.A. Sexauer, Inc.	U.S.	558,236	03/24/50	19
Sexauer	J.A. Sexauer, Inc.	U.S.	533,533	07/08/46	08
SEXAUER	J.A. Sexauer, Inc.	U.S.	538,820	07/08/46	06 11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Sexauer	J. A. Sexauer, Inc.	U.S.	536,341	07/08/46	17
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,137,747	02/23/79	08
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,134,409	02/23/79	03
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,148,671	02/23/79	06
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,142,351	02/23/79	09
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,138,354	02/23/79	11
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,135,402	02/22/79	01
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,185,370	03/05/79	04
Sexauer (and design)	J. A. Sexauer, Inc.	U.S.	1,135,759	02/16/79	17
Sexauer	J. A. Sexauer, Inc.	U.S.	1,144,052	02/17/78	11
Design of "Sexauer Products"	J. A. Sexauer, Inc.	U.S.	1,103,387	02/21/78	11
Design of "Sexauer Products"	J. A. Sexauer, Inc.	U.S.	896,146	05/28/70	03
Design of "Sexauer Products"	J. A. Sexauer, Inc.	U.S.	893,738	05/28/69	17
Design of "Sexauer Products"	J. A. Sexauer, Inc.	U.S.	896,495	05/28/69	01 11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	891,995	05/28/69	07 08
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	895,334	05/28/69	04
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	892,316	05/28/69	17
Design of "Sexauer Products"	J.A. Sexauer, Inc.	U.S.	890,775	05/19/69	06
Sexauer Home Products	J.A. Sexauer, Inc.	U.S.	2,009,326	05/23/94	11
Visible Stock Control	J.A. Sexauer, Inc.	U.S.	817,247	05/19/65	06
Maintenance Choice	J.A. Sexauer, Inc.	U.S.	2,185,338	10/07/96	35
Nature-Green	J.A. Sexauer, Inc.	U.S.	2,107,994	07/05/96	03
Neo-Tite	J.A. Sexauer, Inc.	U.S.	1,917,954	08/29/94	17
Quik-Pick	J.A. Sexauer, Inc.	U.S.	1,961,071	07/13/94	11
Lime-Tamer	J.A. Sexauer, Inc.	U.S.	1,539,892	11/09/87	01
Ultra-Seal	J.A. Sexauer, Inc.	U.S.	1,533,798	10/26/87	01
Easy-Wrap	J.A. Sexauer, Inc.	U.S.	1,048,507	06/30/75	17
Easy-Wrap	J.A. Sexauer, Inc.	U.S.	928,898	05/12/69	17

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Easy-Tite	J.A. Sexauer, Inc.	U.S.	891,583	05/12/69	17
Easy-Tite	J.A. Sexauer, Inc.	U.S.	224,528	10/01/26	17
Sure-Grip	J.A. Sexauer, Inc.	U.S.	980,821	07/10/72	06
Mule-Kick	J.A. Sexauer, Inc.	U.S.	765,651	04/15/63	03
Mule-Kick	J.A. Sexauer, Inc.	U.S.	180,572	08/22/23	03
Mule-Kick	J.A. Sexauer, Inc.	U.S.	765,651	04/15/63	03
Mule Kick	J.A. Sexauer, Inc.	U.S.	286,815	01/23/31	03
Design of mule kicking	J.A. Sexauer, Inc.	U.S.	765,652	04/25/63	03
Design of flying mule	J.A. Sexauer, Inc.	U.S.	2,310,302	10/10/97	42
Big Jerry	J.A. Sexauer, Inc.	U.S.	765,650	04/15/63	03
Design only ^{1/}	J.A. Sexauer, Inc.	U.S.	322,999	11/22/34	03
Design only	J.A. Sexauer, Inc.	U.S.	323,153	11/22/34	03
Design only	J.A. Sexauer, Inc.	U.S.	558,587	07/08/46	11
Design only	J.A. Sexauer, Inc.	U.S.	268,242	04/13/29	17

^{1/} This mark was assigned to JA Sexauer by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design only	J.A. Sexauer, Inc.	U.S.	246,286	02/15/28	06
Design only	J.A. Sexauer, Inc.	U.S.	2,264,220	10/23/97	35
Design only	J.A. Sexauer, Inc.	U.S.	268,242	04/13/29	17
Design only	J.A. Sexauer, Inc.	U.S.	246,286	02/15/28	06
Stylized letters of "Value Plus"	J.A. Sexauer, Inc.	U.S.	1,405,827	01/27/86	17
Stylized letters of "Value Plus"	J.A. Sexauer, Inc.	U.S.	1,433,579	01/06/86	08
Stylized letters: "Value Plus"	J.A. Sexauer, Inc.	U.S.	1,427,371	12/04/85	11
Value Plus	J.A. Sexauer, Inc.	U.S.	1,429,867	12/02/85	08
Value Plus	J.A. Sexauer, Inc.	U.S.	1,400,327	11/29/85	17
Stylized letters: "Conquest"	J.A. Sexauer, Inc.	U.S.	1,189,902	06/26/80	11
Bull Dog	J.A. Sexauer, Inc.	U.S.	959,791	06/22/72	11
"Bull Dog"	J.A. Sexauer, Inc.	U.S.	554,450	02/15/51	08
Blue Spot	J.A. Sexauer, Inc.	U.S.	958,856	06/22/72	06
Make Tight Stay (and design)	J.A. Sexauer, Inc.	U.S.	941,244	04/07/71	06
Stylized letters: "SEX-ITE"	J.A. Sexauer, Inc.	U.S.	551,132	02/15/51	06
Blue Spot	J.A. Sexauer, Inc.	U.S.	439,361	07/08/46	11

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Handy Andy	J.A. Sexauer, Inc.	U.S.	288,175	05/06/31	17
Handy Andy	J.A. Sexauer, Inc.	U.S.	289,929	05/06/31	06
Balloon	J.A. Sexauer, Inc.	U.S.	217,334	04/12/26	11
Value Plus ^{2/}	J.A. Sexauer	U.S.	1,434,614	01/10/86	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,530,474	05/20/88	03
Design of "Trayco"	Trayco of S.C., Inc.	U.S.	1,594,062	08/17/88	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,597,320	08/17/88	11
Design of "Trayco Inc"	Trayco of S.C., Inc.	U.S.	1,529,346	06/22/88	07
Design of "Trayco"	Trayco of S.C., Inc.	U.S.	1,531,559	05/20/88	03
Trayco	Trayco of S.C., Inc.	U.S.	1,548,809	08/03/87	03 07 11
Trayco ^{3/}	Trayco of S.C., Inc.	U.S.	1,525,263	08/22/88	07
Design of "Management Supply Company"	Management Supply Company	U.S.	2,085,728	06/27/96	35

^{2/} This mark was assigned to JA Sexauer by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

^{3/} This mark was assigned to Trayco by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Design of "Supply Depot"	Supply Depot Inc.	U.S.	1,806,604	03/18/93	42
Kicker	J. A. Sexauer, Inc.	Canada	442,640	07/18/94	03, 06, 08, 21, 26
Mule Kick	J. A. Sexauer, Inc.	Canada	446,798	09/27/94	03
Super Mule Design	J. A. Sexauer, Inc.	Canada	464,231	08/10/94	03, 04, 06, 08, 11, 17
Maintenance Choice	J. A. Sexauer, Inc.	Canada	517,696	09/17/96	06, 08, 09, 11, 35, 42
Sexauer	J. A. Sexauer, Inc.	Canada	316,729	07/25/86	01, 02, 03, 04, 06, 07, 08, 11, 17, 18, 19, 20, 21, 22
Sexauer Logo	J. A. Sexauer, Inc.	Canada	322,379	01/02/87	01, 02, 03, 06, 07, 08, 09, 11, 12, 17, 20
Value Plus Logo	J. A. Sexauer, Inc.	Canada	331,694	05/06/86	02, 06, 07, 08, 11, 20, 21
Value Plus	J. A. Sexauer, Inc.	Canada	334,336	05/06/86	06, 08, 09, 11, 17
Quick-Pick	J. A. Sexauer, Inc.	Canada	473,783	06/30/94	11, 20

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction in which applied/ registered</u>	<u>application/ registration number</u>	<u>filing date</u>	<u>Int'l Class</u>
Liqui-Zyme	J.A. Sexauer, Inc.	Canada	857,706 (application number)	10/02/97	03

B. Unregistered

<u>Title</u>	<u>Owner</u>	<u>Jurisdiction Used</u>
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer Products Logo	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sexauer Products Logo	J.A. Sexauer, Inc.	Puerto Rico
Sexauer	J.A. Sexauer, Inc.	Puerto Rico
Sure-Grip	J.A. Sexauer, Inc.	Puerto Rico
Wilflo	Wilmar Industries, Inc.	U.S.
SuperK	Wilmar Industries, Inc.	U.S.

II. TRADEMARK APPLICATIONS

<u>Title</u>	<u>Owner</u>	Jurisdiction in which <u>applied</u>	application/ serial <u>number</u>	<u>filing date</u>	Int'l <u>Class</u>
Professional Solutions	Wilmar Industries, Inc.	U.S.	75-625,898	01/25/99	03 05
Harper Lighting	Wilmar Industries, Inc.	U.S.	75-604,714	12/14/98	11
Pipe Cool	J.A. Sexauer, Inc.	U.S.	75-660,650	03/15/99	01
Design of "stylized mule"	J.A. Sexauer, Inc.	U.S.	75-378,217	10/23/97	35
Grease Monkey	Trayco of S.C., Inc.	U.S.	75-916,914	02/11/00	03
Design only [monkey]	Trayco of S.C., Inc.	U.S.	75-916,913	02/11/00	03
Design only [monkey]	Trayco of S.C., Inc.	U.S.	75-893,392	01/07/00	42
Maintenance Direct	Trayco of S.C., Inc.	U.S.	75-892,505	01/07/00	42
Trayco	Trayco of S.C., Inc.	U.S.	75-892,500	01/07/00	42

III. TRADEMARK LICENSES

None

<u>Trademark</u> Or <u>Service Mark</u>	<u>Registrations</u>	
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BARNETT	2,287,527	10/19/99
PREMIER	2,215,678	1/5/99
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GET IT RIGHT, GET IT NOW, GUARANTEED	76-048,373	5/15/00
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POWERWORKS

DESIGNERS TOUCH

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U.S. LOCK and design	1,183,470	12/29/81
U.S. LOCK	1,163,405	8/4/81

U.S. LOCK CORPORATION (New York Corporation)

Trademark
Or
Service Mark

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

SECURITY PRO

75-717,463 6/1/99

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