

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Florida Lighting, Inc.		11/24/2003	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Interline Brands, Inc.
Street Address:	801 West Bay Street
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32204
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2247574	PI PREFERRED INDUSTRIES
Registration Number:	2481105	SUNSTAR LIGHTING

CORRESPONDENCE DATA

Fax Number: (215)655-2317  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 215.994.2317  
 Email: hal.borden@dechert.com  
 Correspondent Name: Dechert LLP  
 Address Line 1: 4000 Bell Atlantic Tower  
 Address Line 2: 1717 Arch Street  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

ATTORNEY DOCKET NUMBER:	342155
NAME OF SUBMITTER:	Hal E. Borden

Total Attachments: 2  
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ASSIGNMENT OF TRADEMARKS

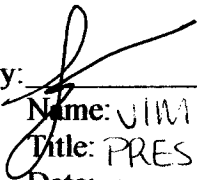
This ASSIGNMENT OF TRADEMARKS (the "Assignment"), is made and effective as of November 24, 2003 by and between FLORIDA LIGHTING, INC., a Florida corporation with offices at 2001 NW 25<sup>th</sup> Avenue, Pompano Beach, FL 33064 ("Assignor"), and INTERLINE BRANDS, INC., a New Jersey corporation with offices at 801 West Bay Street, Jacksonville, FL 32204 ("Assignee").

WHEREAS, Assignor has adopted and is using in its business the trademarks shown in Schedule A hereto; and

WHEREAS, Assignee has acquired from Assignor certain assets of Assignor's business and is desirous of acquiring the trademarks shown in Schedule A hereto and any other trademarks, service marks, trade names, trade dress, slogans, logotypes, and designs used in Assignor's business (collectively, the "Marks"), the registrations of the Marks shown in Schedule A and any other registrations and applications for registration of the Marks, and the goodwill of Assignor's business symbolized by the Marks, free and clear of all liens.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee and Assignee hereby accepts, all of Assignor's right, title and interest in and to (a) the Marks, together with the registrations of the Marks shown in Schedule A, and any other registrations and applications for registration of the Marks, (b) all income, royalties, damages and payments due as of or after the effective date of this Agreement arising from the Marks, and (c) all rights of action arising from the Marks, all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, and (d) the goodwill of Assignor's business symbolized by the Marks.

FLORIDA LIGHTING, INC.

By:   
Name: JIM PAGANO  
Title: PRESIDENT  
Date: 11-24-03

SCHEDULE A

U.S. Registrations

MARK	REGISTRATION DATE	REGISTRATION NUMBER
PI PREFERRED INDUSTRIES & Design	May 25, 1999	2,247,574
SUNSTAR LIGHTING & Design	August 28, 2001	2,481,105