

6/25/04

06-30-2004

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

RE



102780418

J.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): U.S. BANK NATIONAL ASSOCIATION AS ADMINISTRATIVE AGENT

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

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

3. Nature of conveyance:

- Assignment [] Merger [] Security Agreement [] Change of Name [] Other [x] RELEASE

Execution Date: 06/22/04

2. Name and address of receiving party(ies)

Name: WHITE CAP INDUSTRIES II, INC.

Internal Address: PO BOX 1770

Street Address:

City: COSTA MESA State: CA Zip: 92626

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other []

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

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

A. Trademark Application No.(s) SEE SCHEDULE 1 ATTACHED

B. Trademark Registration No.(s) SEE SCHEDULE 1 ATTACHED

Additional number(s) attached [x] Yes [] No

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

Name: PATTI SCHUMACHER

Internal Address: US BANK NA

COMMERCIAL RELEASE DEPT

PO BOX 3487

Street Address: 400 CITY CENTER

City: OSHKOSH State: WI Zip: 54903-3487

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00

- Enclosed [x] Authorized to be charged to deposit account []

8. Deposit account number:

OPR/FINANCE JUN 25 PM 2:47

DO NOT USE THIS SPACE

9. Signature.

PATTI SCHUMACHER

Name of Person Signing

[Signature]

Signature

06/22/04

Date

Total number of pages including cover sheet, attachments, and document: 12

06/29/2004 METACHE 00000048 1478065

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

01 FC:8521 02 FC:8522

40.00 OP 300.00 OP

TRADEMARK REEL: 003000 FRAME: 0812

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of **June 22, 2004** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Security Agreement, dated as of **March 10, 2000** and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among **White Cap Industries II, Inc.**, (the "Debtor") and the Secured Party;

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **White Cap Industries II, Inc.**, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Intellectual Property Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

U.S. Bank National Association

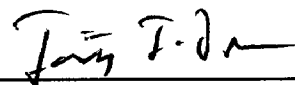


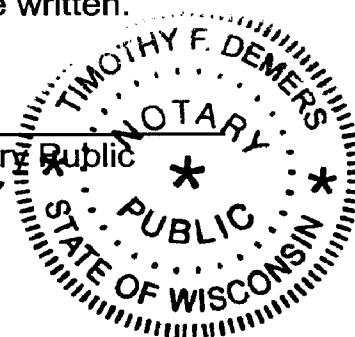
Phyllis A. Fryman, Assistant Commercial Officer

STATE OF WISCONSIN)SS.
COUNTY OF WINNEBAGO)

On this **June 22, 2004**, before me appeared **Phyllis A. Fryman** to me personally known, who being by me duly sworn did say that he/she is **Assistant Commercial Officer** of U.S. Bank National Association, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors: and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.



Timothy F Demers, Notary Public
My term expires: 05/06/07

Customer: #3378319967 Cost Center: #0000253