

07-01-2004

JUN 24 2004

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



102781252

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): U.S. Bank National Associations 6.24-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: White Cap Construction Supply, Inc.
Internal
Address:
Street Address: 3120 Airway Avenue
City: Costa Mesa State: CA Zip: 92626
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Termination of Security Interest
Execution Date: May 28, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75-721,681 and see Attachment A
B. Trademark Registration No.(s) 1,478,065
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Crist
Internal Address: Cleary, Gottlieb, Steen & Hamilton
Street Address: One Liberty Plaza
City: New York State: NY Zip: 10006

6. Total number of applications and registrations involved: 13
7. Total fee (37 CFR 3.41): \$ 340
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Brian Crist
Name of Person Signing
Signature
Date 6/24/04
Total number of pages including cover sheet, attachments, and document: 5

06/30/2004 ECOOPER 00000062 75721681

01 FC:0521
02 FC:0522

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

TRADEMARK
REEL: 003001 FRAME: 0101

Attachment A

U.S. Trademark Applications
75-719,755
75-721,680
75-743,301
75-719,752
75-742,904
75-702,264
75-743,937
75-743,179
75-719,754
75-467,482
75-702,746

**RELEASE
OF
TRADEMARK SECURITY AGREEMENT**
dated as of May 28, 2004

Reference is hereby made to that certain Trademark Security Agreement, dated as of March 10, 2000, between WHITE CAP CONSTRUCTION SUPPLY, INC., formerly WHITE CAP INDUSTRIES II, INC., a Delaware corporation ("Lien Grantor") and U.S. BANK NATIONAL ASSOCIATIONS, as Administrative Agent ("Bank"), which was recorded in the United States Patent and Trademark Office on January 8, 2001 at Real 2210, Frame 0022 (the "Security Agreement") and pursuant to which the Lien Grantor agreed to assign the following Collateral (as defined in the Security Agreement):

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

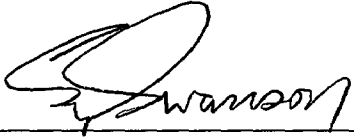
(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of Trademark Property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Lien Grantor has now performed its obligations under the Security Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby releases and terminates any and all security interest and any other rights it may have in the Collateral.

Bank represents and warrants to Lien Grantor that it has in no way conveyed, granted, transferred, encumbered, hypothecated or otherwise pledged or disposed of any of the rights, title or interest granted to Bank under the Security Agreement to any party other than Lien Grantor.

IN WITNESS WHEREOF, the undersigned has executed this Release of Trademark Security Agreement as of the day and year noted above.

U.S. BANK NATIONAL ASSOCIATION,
As Administrative Agent

By: 
Name: Eric J. Swanson
Title: Assistant Vice President

10790114_1.DOC

WHITE CAP INDUSTRIES II, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
White Cap 1,478,065	1,478,065	February 23, 1988

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Application. Date</u>
Arizona's Pro-Contractor Supplier	75-721,681	June 4, 1999
California's Pro-Contractor Supplier	75-719,755	June 4, 1999
Colorado's Pro-Contractor Supplier	75-721,680	June 4, 1999
Nevada's Pro-Contractor Supplier	75-743,301	July 6, 1999
New Mexico's Pro-Contractor Supplier	75-719,752	June 4, 1999
Oregon's Pro-Contractor Supplier	75-742,904	July 6, 1999
Texas Pro-Contractor Supplier	75-702,264	May 10, 1999
Utah's Pro-Contractor Supplier	75-743,937	July 6, 1999
Washington's Pro-Contractor Supplier	75-743,179	July 6, 1999
Building Across America	75-719,754	June 4, 1999
Poly-Ply Forming Panel (and Design)	75-467,482	April 17, 1999
WC (and Design)	75-702,746	May 10, 1999