

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Grant of security interest in trademarks
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rexel, Inc.		03/16/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	CCF
Street Address:	103 Avenue des Champs Elysees
City:	75008 Paris
State/Country:	FRANCE
Entity Type:	French societe anonyme: FRANCE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2127573	REXEL
Registration Number:	2749433	POWER OUTLET
Registration Number:	2368948	POWER BOSS PRODUCTS FOR THE PROFESSIONAL
Registration Number:	2124121	REXEL
Registration Number:	2402413	FUSE WAREHOUSE

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 909-6000
 Email: trademarks@debevoise.com
 Correspondent Name: Christopher J. Andrew
 Address Line 1: 919 Third Avenue
 Address Line 2: Debevoise & Plimpton LLP
 Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

CH \$140.00 2127573

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Christopher J. Andrew, Esq.

Signature:

/Christopher J. Andrew/

Date:

03/23/2005

Total Attachments: 4
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Notice") dated March 16, 2005, is made by Rexel, Inc., a New York corporation (the "Grantor") in favor of CCF, as security agent (the "Security Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ray Acquisition S.C.A. (the "Company"), Ray Holding S.A.S. and certain subsidiaries of the Company have entered into a Credit Agreement dated as of March 11, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with CCF, as Security Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances, issuing of Letters of Credit and Term Guarantees, and providing Ancillary Facilities, Hedging Transactions and other financial accommodation by the Finance Parties under the Credit Agreement, Rexel S.A., a French corporation (the "French Parent"), and each Grantor has executed and delivered that certain Collateral Agreement dated March 16, 2005 made by the French Parent and the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in, among other property, certain Intellectual Property of the Grantors to the Security Agent for the ratable benefit of the Finance Parties, and have agreed as a condition thereof to execute this IP Notice for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Grantor hereby confirms that, pursuant to the Collateral Agreement, it granted, subject to existing licenses to use the Copyrights, Patents, Trademarks and Trade Secrets granted by the Grantor in the ordinary course of its business, to the Security Agent for the ratable benefit of the Finance Parties a security interest in and to all of the Grantor's right, title and interest in

and to the following (the "Trademarks"): all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1 hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements or dilutions thereof), and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under the Collateral Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Finance Documents.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Notice.

SECTION 4. Execution in Counterparts. This IP Notice may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Notice has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Notice shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Notice to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

REXEL, INC.

By: John Tomasso
Name: John Tomasso
Title: VP

Address for Notices:

6606 LBJ Freeway, Suite 200
Dallas, TX 75240
Attention: Chief Financial Officer/General Counsel
Phone: (972) 387-3600
Fax: (972) 991-1831 (Chief Financial Officer)
(972) 450-8552 (General Counsel)

SCHEDULE 1

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
REXEL	74/658,644	04/10/95	2,127,573	01/06/98
POWER OUTLET & DESIGN	76/328,143	10/22/01	2,749,433	08/12/03
POWERBOSS PRODUCTS FOR THE PROFESSIONAL & DESIGN	75/001,759	10/05/95	2,368,948	07/18/00
REXEL & DESIGN	74/658,643	04/10/95	2,124,121	12/23/97
FUSE WAREHOUSE	75/417,584	01/13/98	2,402,413	11/07/00