

02-09-2005

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To the Director of the U. S. Patent and T.

the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

U.S. Bank National Associaions,
as Administrative Agent

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

Citizenship (see guidelines) _____

Execution Date(s) May 28, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Trademark Security Agmt
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: White Cap Industries II, Inc.

Internal Address: 3120 Airway Avenue

Street Address: 3120 Airway Avenue

City: Costa Mesa

State: California

Country: USA Zip: 92626

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
75-721,681

B. Trademark Registration No.(s)
1,478,065

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Julie H. Yi

Internal Address: Gibson, Dunn & Crutcher LLP
333 S. Grand Ave., Los Angeles, CA 90071-3197

Street Address: Same as above.

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Julie H. Yi
Signature

June 28, 2004
Date

Julie H. Yi

Name of Person Signing

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

4

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 |
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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 |

07-15-2004

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

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DEPARTMENT OF COMMERCE
J.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): 6.30.04
U.S. Bank National Associations,
as Administrative Agent
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Bank

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Trademark
Execution Date: Security Agreement

2. Name and address of receiving party(ies)
Name: White Cap Industries II, Inc.
Internal
Address: 3120 Airway Avenue
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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
75-721,681

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: Jeane Richard
Gibson, Dunn & Crutcher LLP
Internal Address: 333 South Grand Avenue
Los Angeles, CA 90071-3197

Street Address: Same as above.
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41).....\$ 340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jeane L. Richard
Name of Person Signing

Signature

June 28, 2004
Date

Total number of pages including cover sheet, attachments, and document: **4**

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

07/14/2004 ECDOPER 00000119 75721681

01 FC:8521
02 FC:8522

40.00 OP
300.00 OP



06-30-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

TRADEMARK
REEL: 003117 FRAME: 0768

**RELEASE
OF
TRADEMARK SECURITY AGREEMENT**

Reference is hereby made to that certain Trademark Security Agreement, dated as of March 10, 2000, between 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

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