

08-08-2005

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

**RECORD** 102974379  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

InterLine BRANDS, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) December 21, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Credit Suisse First Boston

Internal

Address: \_\_\_\_\_

Street Address: 11 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- 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)

See attached Schedule.

B. Trademark Registration No.(s)

See attached Schedule.

Additional sheet(s) attached?  Yes  No

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

See attached Schedule.

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

Name: Ms. Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth Street NW, Suite 920

City: Washington

State: DC Zip: 20005

Phone Number: 202.783.2700

Fax Number: \_\_\_\_\_

Email Address: pagadoa@federalresearch.com

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

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115<sup>00</sup>**

- 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:** Andrew Wilson

Signature

11/6/05  
Date

Andrew Wilson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

01/10/2005 DBYRNE

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521  
02 FC:8522

40.00 DP  
75.00 DP

TRADEMARK  
REEL: 003136 FRAME: 0282

Schedule I

I. Trademarks

Registered Owner	Mark	Registration Number	Registration Date
Interline Brands, Inc.	INTERLINE	2,759,591	09/02/03
Interline Brands, Inc.	LEGEND	2,724,433	06/10/03
Interline Brands, Inc.	PI PREFERRED INDUSTRIES & DESIGN	2,247,574	05/25/99
Interline Brands, Inc.	SUNSTAR LIGHTING & DESIGN	2,481,105	08/28/01

II. Trademark Applications

None.

III. Trademark Licenses

None.

[[2463687]]

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2004, among INTERLINE BRANDS, INC., a New Jersey corporation (the "Borrower") and CREDIT SUISSE FIRST BOSTON, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of May 29, 2003, among the Borrower, the Lenders party thereto and the Administrative Agent and the Reaffirmation and Joinder Agreement dated as of December 21, 2004 among Interline Brands, Inc., a Delaware corporation ("Holdings"), the Borrower, the Lenders party thereto and the Administrative Agent (collectively, as amended, supplemented or otherwise modified from time to time, the "Security Agreements"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of December 21, 2004 (as amended, supplemented or otherwise modified from time to time (the "Restated Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreements. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Security Agreements, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;

provided, however, that the foregoing grant of security interest shall not include any "intent-to-use" based application for a Trademark until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application.

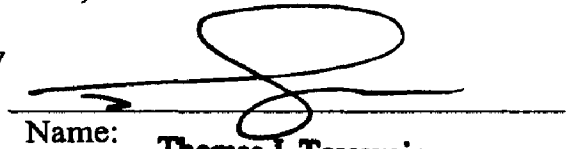
**SECTION 3. Security Agreements.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreements. The Borrower hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreements, the terms of the Security Agreements shall govern.

[[2463687]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTERLINE BRANDS, INC., a New Jersey corporation,

by

A handwritten signature in black ink, appearing to read 'Thomas J. Toosavainen', is written over a horizontal line. The signature is stylized with a large loop at the end.

Name:

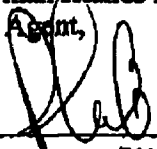
**Thomas J. Toosavainen**

Title:

**Vice President of Finance & Treasurer**

[[2463687]]

CREDIT SUISSE FIRST BOSTON, acting  
through its Cayman Islands Branch, as  
Administrative Agent,

by   
\_\_\_\_\_  
Name: PHILLIP HO  
Title: DIRECTOR

by   
\_\_\_\_\_  
Name: CASSANDRA DROOGAN  
Title: ASSOCIATE

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