

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	termination and release of security interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HSBC France	FORMERLY CCF	04/18/2007	CORPORATION: FRANCE

RECEIVING PARTY DATA

Name:	Rexel, Inc.
Street Address:	6606 LBJ Freeway
Internal Address:	Suite 200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	CORPORATION: NEW YORK

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: Matthew Heintz, Esq.
 Address Line 1: 919 Third Avenue
 Address Line 2: Debevoise & Plimpton LLP
 Address Line 4: New York, NEW YORK 10022

CH \$140.00 2127573

ATTORNEY DOCKET NUMBER:	11230-1015
NAME OF SUBMITTER:	Matthew Heintz, Esq.
Signature:	/Matthew Heintz/
Date:	04/23/2007
Total Attachments: 4 source=Rexel_release#page1.tif source=Rexel_release#page2.tif source=Rexel_release#page3.tif source=Rexel_release#page4.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Release"), dated April 18, 2007, is made from HSBC France (formerly, CCF), a French corporation, as security agent (the "Security Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), to Rexel, Inc., a New York corporation (the "Grantor").

WHEREAS, Ray Acquisition S.C.A. (the "Company"), Ray Holding S.A.S. and certain subsidiaries of the Company entered into a Credit Agreement dated as of March 11, 2005, as amended and restated pursuant to the First Supplemental Agreement, dated August 2, 2006 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the 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 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 granted a security interest (the "Security Interest") in, among other property, certain Pledged Trademarks (as hereinafter defined) of the Grantors to the Security Agent for the ratable benefit of the Finance Parties;

WHEREAS, a Notice and Confirmation of Grant of Security Interest in Trademarks related to the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on March 23, 2005, at Reel 003051, Frame 0867; and

WHEREAS, the Security Agent now desires to terminate and release the entirety of the Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged

Trademarks pursuant to the Collateral Agreement, the Security Agent hereby agrees as follows:

SECTION 1. Pledged Trademarks. The term "Pledged Trademarks" as used herein, shall mean all of the Grantor's right, title and interest in and to the following: 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 and, to the extent not included otherwise, All Proceeds and products of and supporting obligations related to any and all of the foregoing.

SECTION 2. Release of Security Interest: The Security Agent hereby terminates, releases and discharges the Security Interest in the Pledged Trademarks, and any right, title or interest of the Security Agent in such Pledged Trademarks shall hereby cease and become void.

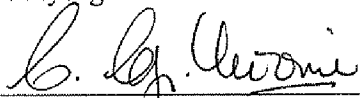
SECTION 3. Further Assurances: The Security Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

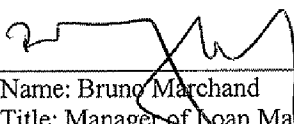
SECTION 4. Governing Law. This IP Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

HSBC FRANCE,
as Security Agent

By: 
Name: Corinne Léger-Licoine
Title: Head of CIBM-AOSU

By: 
Name: Bruno Marchand
Title: Manager of Loan Management Unit - AOSU

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

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