

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of U.S. Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Homer TLC, Inc.		08/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HDS IP Holding, LLC		
Street Address:	101 Convention Center Drive		
Internal Address:	Suite 850		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78953661	HD SUPPLY	
Serial Number:	77004568	HD SUPPLY	
Serial Number:	77004532	HD SUPPLY	
Serial Number:	77004589	HD SUPPLY WATERWORKS	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Lisa A. Schwartz		
Address Line 1:	Debevoise & Plimpton LLP, 919 Third Ave.		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	15555-1259		
NAME OF SUBMITTER:	Lisa A. Schwartz		

TRADEMARK

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REEL: 003612 FRAME: 0864

CH \$115.00 78953661

Signature:	/Lisa A. Schwartz/
Date:	08/31/2007
Total Attachments: 5 source=HDS 22525211v10#page1.tif source=HDS 22525211v10#page2.tif source=HDS 22525211v10#page3.tif source=HDS 22525211v10#page4.tif source=HDS 22525211v10#page5.tif	

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF U.S. TRADEMARKS (the "Assignment") made as of August 30th, 2007 by Homer TLC, Inc., a Delaware corporation having a principal place of business at 1404 Society Drive, Claymont, Delaware 19703 ("Assignor") to HDS IP Holding, LLC, a Nevada limited liability company with an address at 101 Convention Center Drive, Suite 850, Las Vegas, Nevada 89109 ("Assignee").

WHEREAS, The Home Depot, Inc., THD Holdings, LLC, The Home Depot International, Inc., Assignor, HDS Investment Holding, Inc., a Delaware corporation formerly known as Pro Acquisition Corporation, and HDS Acquisition Subsidiary, Inc. are parties to the Purchase and Sale Agreement, dated as of June 19, 2007 (as amended, the "Agreement") providing for the execution and delivery of this Assignment (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

The respective rights and obligations of the Assignor and the Assignee with respect to the Assigned Marks assigned and assumed hereby shall be governed by the Agreement. No provision in this Assignment shall be deemed to enlarge, alter or amend

the terms or provisions of the Agreement and, in the event of a conflict between this Assignment and the Agreement, the parties agree that the Agreement shall control.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its controlled affiliates to, from time to time, at the reasonable request of the Assignee, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for the Agreement and this Assignment and render effective the consummation of the transactions contemplated hereby and thereby.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

Homer TLC, Inc.

By: 

Name: Steven M. Levy

Title: President

ACKNOWLEDGMENT

STATE OF DELAWARE)
 : ss.:
COUNTY OF NEW CASTLE)

This instrument was acknowledged before me on this 28th day of August, 2007 by
Steven M. Levy as President of Homer TLC, Inc.

Sharon L. Bart

Notary Public:

My commission expires:

SHARON L. BART
NOTARY PUBLIC / DELAWARE
MY COMMISSION EXPIRES

Aug. 5, 2008

SCHEDULE I

TRADEMARK	Status	Ser. No./Reg. No.	App. Date/Reg. Date
HD SUPPLY	Pending	78/953,661	16-Aug-06
HD SUPPLY BLANK Logo	Pending	77/004,568	21-Sep-06
HD SUPPLY Logo	Pending	77/004,532	21-Sep-06
HD SUPPLY WATERWORKS Logo	Pending	77/004,589	21-Sep-06