TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AmSan, LLC		102/19/2008 1	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Interline Brands, Inc.	
Street Address:	801 West Bay Street	
City:	Jacksonville	
State/Country:	FLORIDA	
Postal Code:	32204	
Entity Type:	CORPORATION: NEW JERSEY	

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3076262	AMSAN
Registration Number:	2565492	AMSAN
Registration Number:	2565493	AMSAN
Registration Number:	2464679	AMSAN
Registration Number:	2541649	AMSAN
Registration Number:	2942331	AMSAN
Registration Number:	2369493	AMSAN
Registration Number:	3308414	AMSAN E-ACCESS
Registration Number:	3162068	AMSAN UNIVERSITY
Registration Number:	1768359	GSI
Registration Number:	1481286	M MAINTENANCE SUPPLY CO. INC.
Registration Number:	3372877	PROFORMA
Registration Number:	3158841	RENOWN
Registration Number:	3150579	RENOWN

900099774 **REEL: 003722 FRAME: 0962**

Serial Number:	78674193	PROFORMA		
CORRESPONDENCE DATA				
Fax Number:	(904)598-6212 be sent via US Mail when the fax attempt is unsuccessful.			
Phone:	904-598-6112			
Email:	krowe@sgrlaw.com			
Correspondent Name:	Katharine F. Rowe			
Address Line 1:	50 N. Laura Street			
Address Line 2:	Suite 2600			
Address Line 4:	Jacksonville, FLORIDA 32202			
NAME OF SUBMITTER:		Katharine F. Rowe		
Signature:		/Katharine F. Rowe/		
Date:		02/22/2008		

Total Attachments: 4

source=Amsan Assignment#page1.tif source=Amsan Assignment#page2.tif source=Amsan Assignment#page3.tif source=Amsan Assignment#page4.tif

TRADEMARK

REEL: 003722 FRAME: 0963

Assignment of Trademarks

This agreement (the "Agreement") effective as of the 19TH day of FEBLUARY.

2008, is entered into by and between AmSan, LLC, a Delaware limited liability company, with offices at 801 West Bay Street, Jacksonville, Florida 32204 ("Assignor") and Interline Brands, Inc., a New Jersey corporation, with offices at 801 West Bay Street, Jacksonville, Florida 32204 ("Assignee").

Whereas, Assignor has agreed to assign any ownership rights that it has in any and all trademarks and service marks that it owns, including, without limitation, those trademarks and service marks set forth on Exhibit A attached hereto (the "Marks") to Assignee; and

Now therefore, the parties hereby agree as follows:

- 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee as of the date hereof, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under, the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby. The rights herein transferred in the Marks include any and all of Assignor's rights in the trademarks, service marks, and any applications, registrations and domain name registrations therefor, including, without limitation, those specifically listed on Exhibit A, and all of Assignor's rights to sue for infringement of the Marks and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment of the Marks not been made.
- 2. <u>Quit Claim Status of Assignment.</u> Assignor makes no representations or warranties in connection with its rights in the Marks, it being understood that Assignor is assigning any rights it may have therein "as is" and without warranty of any kind. All warranties and representations are hereby expressly disclaimed.
- 3. <u>Further Actions.</u> Each of the parties hereto covenant and agree, at the requesting party's expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment contemplated herein.
- 4. <u>Governing Law.</u> Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

TRADEMARK REEL: 003722 FRAME: 0964

EXHIBIT A

Words and Designs:

AMSAN
AMSAN E-ACCESS
AMSAN UNIVERSITY
GSI
MAINTENANCE SUPPLY CO., INC.
PROFORMA
RENOWN





and any other designs with which any of the foregoing are used.

Federal trademark applications/registrations:

AMSAN, Reg. No. 3,076,262

AMSAN, Reg. No. 2,565,492

AMSAN, Reg. No. 2,565,493

AMSAN, Reg. No. 2,464,679

AMSAN, Reg. No. 2,541,649

AMSAN, Reg. No. 2,942,331

AMSAN, Reg. No. 2,369,493

TRADEMARK REEL: 003722 FRAME: 0966 AMSAN E-ACCESS, Reg. No. 3,308,414

AMSAN UNIVERSITY, Reg. No. 3,162,068

GSI, Reg. No. 1,768,359

MAINTENANCE SUPPLY CO., INC., Reg. No. 1,481,286

PROFORMA, S/N 78/674,183

PROFORMA, S/N 78/674,193

RENOWN, Reg. No. 3,158,841

RENOWN, Reg. No. 3,150,579

Domain names:

www.American-Sanitary.com

www.amsan.com

www.amsanCentral.com

www.amsanCentral.net

www.amsanCleveland.com

www.amsanColorado.com

www.amsanFlorida.com

www.amsanKansasMissouri.com

www.amsanNE.com

www.amsanPortland.com

www.amsanSeattle.com

www.AmSanOnline.com

www.AmSanOnline.net

www.amsanWest.com

www.BamaSupply.com

www.BogelSales.com

www.brissman-kennedy.com

www.Custodial-Supply.com

www.CWCSupply.com

www.eaccess.amsan.com

www.EltonCorp.com

www.Evelnc.com

www.FlorSan.com

www.GeneralSupply.com

www.GuestProducts.com

www.HoughSupply.com

www.MaintEgCo.com

www.MaintenanceSupply.com

www.Mannys.com

www.Nogg.com

www.OlyPaper.com

www.SanitarySupply.com

www.ScotSupply.com

RECORDED: 02/22/2008

www.vonachen.com

TRADEMARK REEL: 003722 FRAME: 0967