

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ace Hardware Corporation		03/07/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	1982130	ACE HOME CENTER
Registration Number:	1970828	HELPFUL HARDWARE FOLKS
Registration Number:	2019696	GREAT FINISHES
Registration Number:	0898070	ACE HARDWARE
Registration Number:	1138654	THE PAINTIN' PLACE
Registration Number:	1277581	ACE HARDWARE
Registration Number:	1426137	ACE
Registration Number:	1464025	ACE
Registration Number:	1486528	ACE HARDWARE
Registration Number:	1487216	ACE HARDWARE AND GARDEN CENTER
Registration Number:	1554322	ACE NEW EXPERIENCE
Registration Number:	1556389	ACE SEVEN STAR
Registration Number:	1560250	ACE BEST BUYS
Registration Number:	1602715	ACE IS THE PLACE

CH \$1840.00 1982130

Registration Number:	1615386	LUB-E
Registration Number:	1653263	ASK ACE
Registration Number:	1683538	ACE
Registration Number:	1764803	ACE HARDWARE COMMITTED TO A QUALITY ENVIRONMENT
Registration Number:	1918785	CELEBRATIONS
Registration Number:	1926798	
Registration Number:	1943140	ACE RENTAL PLACE
Registration Number:	2070848	ROYAL SHIELD
Registration Number:	2070849	ROYAL TOUCH
Registration Number:	2007132	SEALTECH
Registration Number:	2065927	WOODROYAL
Registration Number:	2102305	QUALITY SHIELD
Registration Number:	2102306	QUALITY TOUCH
Registration Number:	2122418	STAIN HALT
Registration Number:	2186394	ACE COMMERCIAL & INDUSTRIAL SUPPLY
Registration Number:	2158681	ACE CONTRACTOR CENTER
Registration Number:	2273483	ACE CONTRACTOR PRO
Registration Number:	2227729	ACE GARDEN PLACE
Registration Number:	2237981	ACE ROYAL
Registration Number:	2239400	HELPFUL HARDWARE CLUB
Registration Number:	2171775	NHS NATIONAL HARDLINES SUPPLY
Registration Number:	2187586	THE OAKBROOK COLLECTION
Registration Number:	2261946	THE FOLKS IN THE RED VEST
Registration Number:	2378123	ACE
Registration Number:	2386359	ACE YOUR NEIGHBORHOOD SOLUTIONS PLACE
Registration Number:	2558478	ACE
Registration Number:	2730275	COLOR YOUR LIFE
Registration Number:	2717299	COLOR YOUR LIFE
Registration Number:	2703326	NATIONAL SUPPLY NETWORK
Registration Number:	2845709	NSN NATIONAL SUPPLY NETWORK
Registration Number:	2831545	ACE HANDYMAN SERVICES
Registration Number:	2831546	ACE ... BRINGING HELPFUL TO YOUR HOME
Registration Number:	2621873	ACE HOMEPLACE
Registration Number:	1574019	ACENET

Registration Number:	2353666	ILLUMINATIONS
Registration Number:	2738766	SIMPLY MAGIC
Registration Number:	2848987	WORK WITH THE BEST
Registration Number:	2792677	THE HELPFUL PLACE
Registration Number:	2885735	NSN
Registration Number:	2797408	ACE
Registration Number:	2944616	ACE SENSATIONS
Registration Number:	2991261	EAGLEVISION
Registration Number:	3042323	ALL COAT
Registration Number:	3104502	COLORS FOR YOUR LIFE
Registration Number:	3143517	STRING SIX
Registration Number:	3204621	PAINT POD
Registration Number:	3183108	DISCOVER YOUR COLORS
Registration Number:	3247391	ELEMENTS OF STYLE
Serial Number:	77040360	DREAM ACE
Registration Number:	3333467	LIVING ACCENTS
Serial Number:	77044896	YOUR DREAM. YOUR DRIVE. YOUR ACE.
Serial Number:	77059215	ACE REWARDS
Serial Number:	77240515	HOMEPLUS+
Serial Number:	77178801	CLICK DON'T CLIP
Serial Number:	77210655	ACE THE HOLIDAY HELPFUL PLACE.
Serial Number:	77221363	ACE ESSENCE
Serial Number:	77225878	ALKATEX
Serial Number:	77304993	HELPFUL EARTHCHOICES
Serial Number:	77178888	CLICK DON'T CLIP!

CORRESPONDENCE DATA

Fax Number: (312)251-5732
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.368.4000
Email: ch.tm@dlapiper.com
Correspondent Name: Gina L. Durham c/o DLA Piper US LLP
Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	221073-000230
NAME OF SUBMITTER:	Gina L. Durham

Signature:

/Gina L. Durham/

Date:

03/20/2008

Total Attachments: 19

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**") made as of the 7th day of March, 2008, by **ACE HARDWARE CORPORATION**, a Delaware corporation, having a mailing address at 2200 Kensington Court, Oak Brook, Illinois 60523-2100 ("**Debtor**"), in favor of **BANK OF AMERICA, N.A.**, as collateral agent for Secured Parties (as such term is defined in the Security Agreement referred to below), having a mailing address at 231 South LaSalle Street, Chicago, Illinois 60697 ("**Collateral Agent**").

This Agreement supplements the Security Agreement, dated as of March 7, 2008, made by Debtor in favor of Collateral Agent (herein the "**Security Agreement**"). The Trademark Collateral described in this Agreement is also part of the Collateral described in the Security Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Collateral Agent and Secured Parties:

ARTICLE I
CONSTRUCTION AND DEFINED TERMS

SECTION 1.01. *Article and Section Headings.* Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

SECTION 1.02. *Schedules and Exhibits.* Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Security Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

SECTION 1.03. *Security Agreement Defined Terms.* Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement (including by cross-reference), shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference.

SECTION 1.04. *Other Defined Terms.* Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

"**Core Trademark Collateral**" As defined in Section 2.01.

"**Goodwill**" As defined in Section 2.01.

"**Licensed Rights**" As defined in Section 2.01.

"Proceeds" As defined in Section 2.01.

"Property" Any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

"Security Agreement" As defined on the first page of this Agreement.

"Scheduled Trademark" or "Scheduled Trademarks" Debtor's Trademarks, and any filings, registrations and recordings of, and applications for, any thereof, listed on Schedule 1 to this Agreement.

"Trademark" or "Trademarks" Any trademark, service mark, collective mark, certification mark, or other distinctive mark, or other Property, that may be entitled to trademark protection under any Law of the United States of America.

"Trademark Collateral" As defined in Section 2.01.

"Trademark Office" The United States Patent and Trademark Office, and any successor thereto.

"Trademark Records" As defined in Section 2.01.

ARTICLE II COLLATERAL ASSIGNMENT; SECURITY INTEREST

SECTION 2.01. *Collateral Assignment; Security Interest.* To further secure the full and timely payment, performance and satisfaction of the Secured Obligations, and without limiting the legal operation and effect of any other Security Document, Debtor hereby collaterally assigns to Collateral Agent, for its benefit and the ratable benefit of Secured Parties, and grants to Collateral Agent, for its benefit and the ratable benefit of Secured Parties, a security interest in, all of Debtor's now owned and hereafter acquired, created or arising Property described below (referred to herein as "Trademark Collateral"):

(a) All of Debtor's Trademarks, including but not limited to the Scheduled Trademarks, and all renewals thereof, and any filings, registrations and recordings of, and applications for, any thereof, and all (i) income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the "Core Trademark Collateral"); and

(b) All of Debtor's goodwill of Debtor's business connected with or associated with and symbolized by the Core Trademark Collateral (the Property described in this clause (b) being referred to herein as "Goodwill"); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any Trademarks of and from any other Person for use in the business that Debtor is engaged in on the date of this Agreement (including any license granted to Debtor under this

Agreement) (the Property described in this clause (c) being referred to herein as "**Licensed Rights**"); and

(d) All of Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Core Trademark Collateral, Goodwill, or Licensed Rights, and including insurance proceeds (the Property described in this clause (d) being referred to herein as "**Proceeds**"); and

(e) All of Debtor's Records relating to the Core Trademark Collateral, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (the Property described in this clause (e) being referred to herein as "**Trademark Records**").

Notwithstanding the foregoing, Trademark Collateral shall not include, and Debtor shall not be deemed to have granted a security interest in (i) any rights or interests in any license, contract or agreement to which Debtor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other applicable law) or (ii) any rights or property, including, without limitation, any intent-to-use trademark applications to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein; provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and Debtor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction, Trademark Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

SECTION 2.02. *[Intentionally Omitted]*.

SECTION 2.03. *Supplement to Security Agreement*. This Agreement has been entered into in conjunction with the security interests granted to Collateral Agent under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Security Documents, all terms of which are incorporated herein by reference. Debtor shall fulfill all of Debtor's covenants and other obligations under the Security Agreement.

ARTICLE III **REPRESENTATIONS AND WARRANTIES**

Debtor makes the following representations and warranties to Collateral Agent:

SECTION 3.01. *Ownership.* Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Scheduled Trademarks, free from any Lien other than the first priority Lien in favor of Collateral Agent under the Security Documents and other Permitted Liens. Debtor has made no previous assignment, transfer or agreement in conflict with this Agreement or constituting a present or future assignment or transfer of, or encumbrance on, any of the Scheduled Trademarks.

SECTION 3.02. *Trademarks.* The Scheduled Trademarks constitute all of the unexpired Trademarks, and filings, registrations and recordings of, and applications for, Trademarks, that are as of the date hereof owned by Debtor or are pending on behalf of Debtor in the United States (as set forth on Schedule 1 to this Agreement).

ARTICLE IV COVENANTS

Debtor covenants and agrees to the following:

SECTION 4.01. *[Intentionally Omitted].*

SECTION 4.02. *Liens; Lien Notices; Dispositions.* Debtor shall not (a) create, incur, assume, or suffer to exist any Liens upon any Trademark Collateral, (b) execute or authorize, or file or permit to be on file in any public office, any Lien Notice regarding any Trademark Collateral, or (c) sell, assign, lease, license, transfer, surrender, or otherwise dispose of any Trademark Collateral, unless (with respect to each of clauses (a), (b) and (c)) Debtor shall be expressly permitted to do so by the terms of the Security Agreement.

ARTICLE V REMEDIES

SECTION 5.01. *Remedies.* Collateral Agent shall have all of the rights and remedies available under this Agreement, the Security Agreement and any other Security Document, the UCC, at law, and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency, shall not affect Collateral Agent's interest in the Trademark Collateral until the Secured Obligations have been fully paid and satisfied and the Security Agreement has been terminated.

SECTION 5.02. *Separate Assignment; Attorney-in-Fact.* (a) Upon the occurrence and during the continuation of any Event of Default, and in addition to such other rights and remedies as Collateral Agent may have under other provisions of this Agreement or any other Security Document, or under common or statutory law, Collateral Agent may require Debtor forthwith to (i) execute and deliver an assignment, substantially in the form of Exhibit A, of all right, title and interest in and to the Scheduled Trademarks and (ii) take such other action as Collateral Agent may request to evidence the outright assignment of such Scheduled Trademarks or to exercise, register or further perfect and protect Collateral Agent's rights and remedies with respect to such assigned Scheduled Trademarks, in which event Debtor immediately shall execute and deliver such assignment and take such other action as Secured Party so requests.

(b) Debtor hereby authorizes Collateral Agent to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in Collateral Agent's sole discretion, as Debtor's true and lawful attorney-in-fact, with power of substitution, from and after the occurrence of an Event of Default to (i) sign and endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent in the use of the Scheduled Trademarks, including, if Debtor fails to execute and deliver to Collateral Agent a separate assignment apart from this Agreement substantially in the form of **Exhibit A** within two (2) days after Collateral Agent's written request to Debtor therefor, a separate assignment apart from this Agreement substantially in the form of **Exhibit A**, (ii) take any other actions with respect to the Scheduled Trademarks as Collateral Agent deems in the best interest of Collateral Agent, (iii) grant or issue any exclusive or non-exclusive license under the Scheduled Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Scheduled Trademarks to anyone. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Secured Obligations shall have been fully paid and satisfied and the Security Agreement has been terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

ARTICLE VI **GENERAL PROVISIONS**

SECTION 6.01. *Remedies Cumulative.* Upon the occurrence of any Event of Default, and in addition to such other rights and remedies as Collateral Agent may have under other provisions of this Agreement or any other Security Document, Collateral Agent may exercise any one or more of its rights and remedies under common or statutory law, and Collateral Agent may exercise such rights and remedies cumulatively and simultaneously. No failure or delay on the part of Collateral Agent in exercising any right, power or privilege hereunder or under any other Security Document and no course of dealing between Debtor or any other Person and Collateral Agent shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Security Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. No notice to or demand on Debtor in any case shall entitle Debtor or any other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Secured Party to any other or further action in any circumstances without notice or demand.

SECTION 6.02. *Notices.* Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Security Agreement.

SECTION 6.03. *Successors and Assigns.* This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent, Secured Parties and Collateral Agent's and Secured Parties' successors, transferees and assigns. This Agreement may not be assigned by Debtor without the prior written consent of Collateral Agent.

SECTION 6.04. Filing, Registering, Recording. Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with any Governmental Authority to give notice of, and to further the legal operation and effect of, and perfect the interests of Collateral Agent under, this Agreement, including any filing, registration or recording with the Trademark Office or any public office for recording UCC financing statements. Debtor shall pay all of Collateral Agent's costs and expenses (including attorney's fees) of filing, registering or recording this Agreement.

SECTION 6.05. Termination. At such time as Debtor shall have fully paid and satisfied all of the Secured Obligations and the Security Agreement has been terminated, and Secured Parties shall have no further commitment or other obligation to extend or advance credit to or for the account of Debtor, this Agreement shall terminate (excepting any provisions which expressly survive the termination of this Agreement) and Collateral Agent shall, at Debtor's sole cost and expense, execute and deliver to Debtor all deeds, assignments and other instruments as may be reasonably necessary to re-vest in Debtor all remaining right, title and interest in and to the Trademark Collateral, without any representation or warranty of any kind by, or any other obligation or duty of any kind on, Collateral Agent, and subject to any disposition thereof which may have been made by Collateral Agent pursuant to this Agreement or the other Security Documents. Notwithstanding anything to the contrary in this Agreement or any other Security Document, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by any Secured Party in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by such Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Debtor or any substantial part of Debtor's assets, or otherwise, all as though such payments had not been made.

SECTION 6.06. Miscellaneous. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Debtor of the Secured Obligations and the termination of the Security Agreement. This Agreement is a Security Document within the definition of "Security Documents" in the Security Agreement.

SECTION 6.07. Governing Law. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement under seal as of the day and year first above written.

DEBTOR:

ACE HARDWARE CORPORATION

By: *Peter M. Ting*
Name: Peter M. Ting
Title: Treasurer

Attachments:

- Schedule 1 (Trademarks)
- Exhibit A (Form of Assignment of Trademarks)

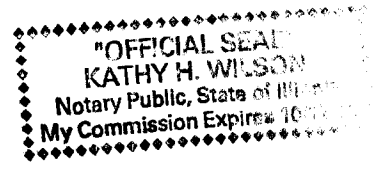
STATE OF ILLINOIS, COUNTY OF COOK, SS:

On this 7th day of March, 2008 before me personally came Peter M. Ting, known to me (or whose identity was satisfactorily proven to me), who, being by me duly sworn, did depose and say that he is the Treasurer of Ace Hardware Corporation, a Delaware corporation, the Debtor described in the foregoing Trademark Collateral Assignment and Security Agreement, and that in his capacity as Treasurer, and being authorized to do so, he executed the foregoing Trademark Collateral Assignment and Security Agreement on behalf of Ace Hardware Corporation, for the purposes set forth therein.

AS WITNESS my hand and notarial seal.

Kathy H. Wilson
Notary Public

My commission expires 10/2/10



**SCHEDULE 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

Part 1: U.S. Trademarks of Debtor:

See Attached

Part 2: Pending U.S. Trademark Applications of Debtor:

See Attached

Country	Mark	Class	Filing Date	Ser. No.	Reg. Date	Reg. No.	Renewal Due
UNITED STATES	ACE HARDWARE HOME CENTER (SERVICE MARK)	42	01/19/95	74/623,026	06/25/96	1,982,130	06/25/2016
UNITED STATES	HELPFUL HARDWARE FOLKS (SERVICE MARK)	35	05/24/94	74/528,681	04/30/96	1,970,828	04/30/2016
UNITED STATES	GREAT FINISHES	2	10/25/94	74/590,576	11/26/96	2,019,696	11/26/2016
UNITED STATES	HELPFUL HARDWARE FOLKS (SERVICE MARK)	35	05/24/94	74/528,681	04/30/96	1,970,828	04/30/2016
UNITED STATES	ACE HARDWARE & Design	12,16, 23	08/20/65	226,110	09/08/70	898,070	
UNITED STATES	THE PAINTIN' PLACE (SERVICE MARK)	35,42	10/11/77	144,273	08/12/80	1,138,654	08/12/10
UNITED STATES	ACE HARDWARE & DESIGN	1,2,3,4, 5,7,8,9, 12,16,17, 19,20,21, 22,25,28	08/14/81	323,679	05/15/84	1,277,581	5/15/14
UNITED STATES	ACE HARDWARE & DESIGN	1,6,7,8, 9,11,16, 17,19,20, 21,22,25,31	09/12/85	557,850	01/27/87	1,426,137	01/27/17
UNITED STATES	ACE (STYLIZED) (SERVICE MARK)	42	03/05/87	647,823	11/03/87	1,464,025	11/03/2017

Country	Mark	Class	Filing Date	Ser. No.	Reg. Date	Reg. No.	Renewal Due
UNITED STATES	ACE HARDWARE (SERVICE MARK)	42	06/15/87	73/666,720	04/26/88	1,486,528	04/26/2018
UNITED STATES (will not renew)	ACE HARDWARE & DESIGN	42	08/24/87	680,255	05/03/88	1,487,216	05/03/08
UNITED STATES	ACE NEW EXPERIENCE	2	01/12/89	774,236	09/05/89	1,554,322	09/05/09
UNITED STATES	ACE SEVEN STAR	2	01/09/89	773,631	09/19/89	1,556,389	09/19/09
UNITED STATES	ACE BEST BUYS & DESIGN	42	12/12/88	768,605	10/10/89	1,560,250	10/10/09
UNITED STATES	ACE IS THE PLACE	42	05/03/89	797,437	06/19/90	1,602,715	06/19/10
UNITED STATES	LUB-E	4	07/10/89	811,612	10/02/90	1,615,386	10/02/10
UNITED STATES	ASK ACE (SERVICE MARK)	42	05/03/89	797,394	08/06/91	1,653,263	08/06/11
UNITED STATES	ACE STYLIZED	2,4	06/18/90	069,907	04/21/92	1,683,538	04/21/12
UNITED STATES	ACE HARDWARE COMMITTED TO A QUALITY ENVIRONMENT/ (SERVICE MARK)	35	07/15/91	184,673	04/13/93	1,764,803	04/13/13
UNITED STATES	CELEBRATIONS	11	03/25/94	74/505,233	09/12/95	1,918,785	09/12/15

Country	Mark	Class	Filing Date	Ser. No.	Reg. Date	Reg. No.	Renewal Due
UNITED STATES	MISCELLANEOUS DESIGN (STACKED REPETITIVE LETTER A) (SERVICE MARK)	42	07/28/94	74/554,945	10/10/95	1,926,798	10/10/15
UNITED STATES	ACE RENTAL PLACE & DESIGN (SERVICE MARK)	35,37,39,41,42	09/21/93	74/438,363	12/19/95	1,943,140	12/19/15
UNITED STATES	ROYAL SHIELD	2	02/23/96	75/062,122	06/10/97	2,070,848	06/10/2017
UNITED STATES	ROYAL TOUCH	2	02/23/96	75/062,123	06/10/97	2,070,849	06/10/2017
UNITED STATES	SEALTECH	2	02/28/95	74/639,427	10/08/96	2,007,132	10/08/16
UNITED STATES	WOODROYAL	2	01/03/96	75/039,964	05/27/97	2,065,927	05/27/17
UNITED STATES	QUALITY SHIELD	2	06/14/96	75/118,993	09/30/97	2,102,305	09/30/17
UNITED STATES	QUALITY TOUCH	2	06/14/96	75/118,994	09/30/97	2,102,306	09/30/17
UNITED STATES	STAIN HALT	2	07/25/96	75/141,186	12/16/97	2,122,418	12/16/2017
UNITED STATES	ACE COMMERCIAL & INDUSTRIAL SUPPLY	42	06/14/96	75/118,995	09/01/98	2,186,394	09/01/2018
UNITED STATES	ACE CONTRACTOR CENTER	35	04/02/97	75/267,898	05/19/98	2,158,681	05/19/2018
UNITED STATES	ACE CONTRACTOR PRO	2	10/03/95	75/367,765	08/31/99	2,273,483	08/31/09

Country	Mark	Class	Filing Date	Ser. No.	Reg. Date	Reg. No.	Renewal Due
UNITED STATES (will not be renewed)	ACE GARDEN PLACE	35	10/15/97	75/373,668	05/02/99	2,227,729	03/02/09
UNITED STATES	ACE ROYAL	2	10/23/96	75/185,865	04/13/99	2,237,981	04/13/09
UNITED STATES	HELPFUL HARDWARE CLUB	35	01/02/87	75/221,994	04/13/99	2,239,400	04/13/09
UNITED STATES	NHS NATIONAL HARLINES SUPPLY	35	08/30/96	75/159,033	07/07/98	2,171,775	07/07/08
UNITED STATES	OAK BROOK COLLECTION	11	07/09/97	75/321,327	09/08/98	2,187,586	09/08/08
UNITED STATES	THE FOLKS IN THE RED VEST	35	04/30/97	75/283,884	07/20/99	2,261,9846	07/20/09
UNITED STATES	ACE & Design (accent underline)	35	10/13/98	75/569,813	08/15/00	2,378,123	
UNITED STATES	ACE YOUR NEIGHBORHOOD SOLUTIONS PLACE	35	10/13/98	75/569,723	09/12/00	2,386,359	09/12/10
UNITED STATES	ACE & Halo Design	35	01/16/01	76/194,806	04/09/02	2,558,478	04/09/12
UNITED STATES	ASK US! (IN THE STATE OF CALIFORNIA)	101			10/08/90	037568	
UNITED STATES	ASK US! (IN THE STATE OF ILLINOIS)	101			06/11/90	66712	
UNITED STATES	ASK US! (IN THE STATE OF NEW YORK)	101			09/11/90	S-12224	

Country	Mark	Class	Filing Date	Ser. No.	Reg. Date	Reg. No.	Renewal Due
UNITED STATES	ASK US! (IN THE STATE OF PENNSYLVANIA)	35			06/08/90	9028 505	
UNITED STATES	COLOR YOUR LIFE	2	09/17/01	76/315,706	06/24/03	2,730,275	06/24/13
UNITED STATES	COLOR YOUR LIFE	16&20	5/9/02	76/406,028	05/20/03	2,717,299	05/20/13
UNITED STATES	NATIONAL SUPPLY NETWORK	35	03/01/02	76/378,771	04/01/03	2,703,326	04/01/13
UNITED STATES	NATIONAL SUPPLY NETWORK & Design	35	03/29/02	76/389,676	05/25/04	2,845,709	05/25/14
UNITED STATES	ACE HANDYMAN SERVICES & Design	37	02/19/03	76/491,127	04/13/04	2,831,545	04/13/14
UNITED STATES	ACE . . . BRINGING HELPFUL TO YOUR HOME	37	02/19/03	76/491,128	04/13/04	2,831,546	04/13/14
UNITED STATES	ACE HOMEPLACE	16	02/15/00	75/918,533	09/17/02	2,621,873	09/17/12
UNITED STATES	ACENET		04/14/89	73/793,741	12/26/89	1,574,019	12/26/09
UNITED STATES	ILLUMINATIONS (STYLIZED)	20	06/21/99	75/733,842	05/30/00	2,353,666	05/30/10
UNITED STATES	SIMPLY MAGIC	2	03/22/02	76/385,918	07/15/03	2,738,766	07/15/13
UNITED STATES (service mark)	WORK WITH THE BEST	35	02/03/033	76/486,808	06/01/04	2,848,987	06/01/14

Country	Mark	Class	Filing Date	Ser. No.	Reg. Date	Reg. No.	Renewal Due
UNITED STATES	THE HELPFUL PLACE	35	09/30/02	76/456,350	12/9/03	2,792,677	12/9/13
UNITED STATES	NSN	35	02/21/03	76/491,382	09/21/04	2,885,735	09/21/14
UNITED STATES	ACE	2	02/27/03	76/493,416	12/23/03	2,797,408	12/23/2013
UNITED STATES	ACE SENSATIONS	2	08/01/03	76/534,048	04/26/05	2,944,616	04/26/2015
UNITED STATES	EAGLEVISION	35	02/06/03	76/574,400	09/06/05	2,991,261	09/06/2015
UNITED STATES	ALL COAT	2	06/15/04	76/597,826	01/10/2006	3,042,323	01/10/2016
UNITED STATES	COLORS FOR YOUR LIFE	16 & 20	10/08/04	76/615,924	06/13/2006	3,104,502	06/13/2016
UNITED STATES	STRING SIX	11	03/03/05	78/579,032	09/12/2006	3,143,517	09/12/2016
UNITED STATES	PAINT POD	2	08/10/05	78/689,263	01/30/07	3,204,621	01/30/2017
UNITED STATES	DISCOVER YOUR COLORS	16	08/18/05	78/695,169	12/12/2006	3,183,108	12/12/2016
UNITED STATES	ELEMENTS OF STYLE	20	7/27/06	78/939,044	05/29/07	3,247,391	05/29/2017
UNITED STATES	DREAM ACE	35 & 41	11/9/06	77/040,360			
UNITED STATES	LIVING ACCENTS	6,9,11,14, 19, 20 & 27	11/14/06	77/043,477	11/13/2007	3,333,467	11/13/2017

Country	Mark	Class	Filing Date	Ser. No.	Reg. Date	Reg. No.	Renewal Due
UNITED STATES	YOUR DREAM. YOUR DRIVE. YOUR ACE.	35 & 41	11/15/06	77/044,896			
UNITED STATES	ACE REWARDS & Design	35	12/7/06	77/059,215			
UNITED STATES	HOMEPLUS+ & Design	2, 6, 7, 8, 9, 11, 20, 21 & 27	07/27/2007	77/240,515			
UNITED STATES	CLICK DON'T CLIP	35	05/11/2007	77/178,801			
UNITED STATES	Design Only - Click Don't Clip	35	05/11/2007	77/178,888			
UNITED STATES	ACE THE HOLIDAY HELPFUL PLACE (stylized)	35	6/20/07	77/210,655			
UNITED STATES	ACE ESSENCE	2	07/03/2007	77/221,363			
UNITED STATES	ALKATEX	2	7/10/2007	77/225,878			
UNITED STATES	HELPPFUL EARTH CHOICES & Design	35	10/16/07	77/304,993			

**EXHIBIT A TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of _____, 200__ by ACE HARDWARE CORPORATION ("Assignor"), in favor of BANK OF AMERICA, N.A., as Collateral Agent ("Assignee").

Assignor and Assignee are parties to that certain Trademark Collateral Assignment and Security Agreement dated as of March 7, 2008, made by Assignor in favor of Assignee (the "**Trademark Security Agreement**"), providing that upon the occurrence of any Event of Default (as defined in the Security Agreement), Assignor shall execute this Assignment; and

An Event of Default has occurred;

ACCORDINGLY, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns and conveys to Assignee (a) Assignor's entire right, title and interest in and to (i) the trademarks, service marks, collective marks, certification marks, or other distinctive marks, and all filings, registrations and recordings thereof, and all pending applications therefor, listed on **Schedule 1** attached hereto and made part hereof, and (a) all renewals thereof, (b) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "**Trademarks**"), and (b) all of Assignor's goodwill of Assignor's business connected with or associated with and symbolized by the Trademarks (referred to herein as "**Goodwill**").

2. Representations and Warranties. Assignor represents and warrants that Assignor has the full right and power to make the assignment of the Trademarks and Goodwill made hereby and that Assignor has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Trademarks or Goodwill except as set forth in the Security Agreement including the Schedules thereto.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns.

5. Governing Law. This Assignment shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

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

Alternative A (if signed by Assignor)

WITNESS:

ACE HARDWARE CORPORATION

By: _____ (SEAL)

Name: _____

Title: _____

Alternative B (if signed under power of attorney)

WITNESS:

By: _____ (SEAL)

Name: _____

Title: Its attorney-in-fact under

dated _____, 200_____

SCHEDULE 1 TO ASSIGNMENT OF TRADEMARKS

Part 1: U.S. Trademarks of Assignor:

<i>Registration No.</i>	<i>Registration Date</i>	<i>Registered Owner</i>	<i>Mark</i>

Part 2: Pending U.S. Trademark Applications of Assignor:

<i>Registration No.</i>	<i>Filing Date</i>	<i>Applicant</i>	<i>Mark</i>

Part 3: Foreign (non-U.S.) Trademarks of Assignor:

<i>Registration No.</i>	<i>Jurisdiction</i>	<i>Registration Date</i>	<i>Registered Owner</i>	<i>Mark</i>

Part 4: Pending Foreign (non-U.S.) Trademark Applications of Assignor:

<i>Registration No.</i>	<i>Jurisdiction</i>	<i>Filing Date</i>	<i>Applicant</i>	<i>Mark</i>