

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		05/15/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 64

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:	1554322	ACE NEW EXPERIENCE
Registration Number:	1556389	ACE SEVEN STAR
Registration Number:	1560250	ACE BEST BUYS
Registration Number:	1602715	ACE IS THE PLACE
Registration Number:	1615386	LUB-E

OP \$1615.00 1982130

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:	2237981	ACE ROYAL
Registration Number:	2239400	HELPFUL HARDWARE CLUB
Registration Number:	2171775	NHS NATIONAL HARDLINES SUPPLY
Registration Number:	2187586	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
Registration Number:	3333467	LIVING ACCENTS
Serial Number:	77421114	PAINT SMART, PAINT BETTER.
Serial Number:	77421074	ECHELON
Registration Number:	2227729	ACE GARDEN PLACE

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2759.163
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/29/2008

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 15th day of May, 2008, by **ACE HARDWARE CORPORATION**, a Delaware corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee, Lenders and Banc of America Securities LLC are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan

Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Whenever in this Agreement reference is made to Grantee, Lender or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, Lenders and their successors and assigns.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ACE HARDWARE CORPORATION

By: Alan M. Ty
Title: Treasurer

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.,
as Agent

By: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ACE HARDWARE CORPORATION

By: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.,
as Agent

By: 
Title: SENIOR VICE PRESIDENT

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>County</u>	<u>Mark</u>	<u>Class</u>	<u>Filing Date</u>	<u>Ser. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Renewal Due</u>
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	HELPERUL 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	HELPERUL 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 PAINTING 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	1, 6, 7, 8,	09/12/85	557,850	01/27/87	1,426,137	01/27/17

STATES	& DESIGN	9,11,16, 17,19,20, 21,22,25,31							
UNITED STATES	ACE (STYLIZED) (SERVICE MARK)	42	03/05/87	647,823	11/03/87	1,464,025	11/03/2017		
UNITED STATES	ACE HARDWARE (SERVICE MARK)	42	06/15/87	73/666,720	04/26/88	1,486,528	04/26/2018		
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
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
UNITED STATES	ACE ROYAL	2	10/23/96	75/185,865	04/13/99	2,237,981	04/13/2019
UNITED STATES	HELPFUL HARDWARE CLUB	35	01/02/87	75/221,994	04/13/99	2,239,400	04/13/2009
UNITED STATES	NHS NATIONAL HARLINES SUPPLY	35	08/30/96	75/159,033	07/07/98	2,171,775	07/07/2008
UNITED STATES	OAK BROOK COLLECTION	11	07/09/97	75/321,327	09/08/98	2,187,586	09/08/2018
UNITED STATES	THE FOLKS IN THE RED VEST	35	04/30/97	75/283,884	07/20/99	2,261,946	07/20/2009
UNITED STATES	ACE & Design (accent underline)	35	10/13/98	75/569,813	08/15/00	2,378,123	08/15/2010
UNITED STATES	ACE YOUR NEIGHBORHOOD SOLUTIONS PLACE	35	10/13/98	75/569,723	09/12/00	2,386,359	09/12/2010
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	
UNITED STATES	ASK US! (IN	35			06/08/90	9028 505	

STATES	THE STATE OF PENNSYLVANIA)								
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	04/01/2013		
UNITED STATES	NATIONAL SUPPLY NETWORK & Design	35	03/29/02	76/389,676	05/25/04	2,845,709	05/25/2014		
UNITED STATES	ACE HANDYMAN SERVICES & Design	37	02/19/03	76/491,127	04/13/04	2,831,545	04/13/2014		
UNITED STATES	ACE . . . BRINGING HELPFUL TO YOUR HOME	37	02/19/03	76/491,128	04/13/04	2,831,546	04/13/2014		
UNITED STATES	ACE HOMEPLACE	16	02/15/00	75/918,533	09/17/02	2,621,873	09/17/2012		
UNITED STATES	ACENET		04/14/89	73/793,741	12/26/89	1,574,019	12/26/2009		
UNITED STATES	ILLUMINATIONS (STYLIZED)	20	06/21/99	75/733,842	05/30/00	2,353,666	05/30/2010		
UNITED STATES	SIMPLY MAGIC	2	03/22/02	76/385,918	07/15/03	2,738,766	07/15/2013		
UNITED STATES (service mark)	WORK WITH THE BEST	35	02/03/033	76/486,808	06/01/04	2,848,987	06/01/2014		
UNITED STATES	THE HELPFUL PLACE	35	09/30/02	76/456,350	12/9/03	2,792,677	12/9/2013		

STATES									
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		
UNITED STATES	YOUR DREAM. YOUR DRIVE.	35 & 41	11/15/06	77/044,896					

YOUR ACE.

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 Chip	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	PAINT SMART. PAINT BETTER.	2	3/13/08	77/421,114		
UNITED STATES	ECHELON	2	3/13/08	77/421,074		
UNITED STATES	HELPFUL EARTH CHOICES & Design	35	10/16/07	77/304,993		
UNITED STATES	ACE GARDEN PLACE 35		10/15/97	75/373,668	05/02/99	2,227,729
						03/02/2009

TRADEMARK

REEL: 003784 FRAME: 0904

RECORDED: 05/29/2008