


Form PTO-3594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Ace Hardware Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>Delaware</u>	2. Name and address of receiving party(ies) Name: <u>Wilmington Trust Company,</u> Internal Address: <u>as Collateral Agent</u> Street Address: <u>1100 North Market Street</u> City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19890</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>05/15/2008</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>77/040,360 and</u> <u>add'l numbers on attached Schedule 1</u> B. Trademark Registration No.(s) <u>1,982,130 and</u> <u>add'l numbers on attached Schedule 1</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Maureen P. Murphy, Legal Assistant</u> Internal Address: <u>Cahill Gordon & Reindel LLP</u> Street Address: <u>80 Pine Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u>	6. Total number of applications and registrations involved: 75	
7. Total fee (37 CFR 3.41).....\$ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		8. Deposit account number:
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Maureen P. Murphy</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>05/20/2008</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 13 </div>		

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

SCHEDULE 1

Owner of Trademarks:
Ace Hardware Corporation

TRADEMARK REGISTRATIONS

<u>Country</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	HELPFUL 35 HARDWARE FOLKS (SERVICE MARK)		05/24/94	74/528,681	04/30/96	1,970,828	04/30/2016
UNITED STATES	GREAT 2 FINISHES		10/25/94	74/590,576	11/26/96	2,019,696	11/26/2016
UNITED STATES	HELPFUL 35 HARDWARE FOLKS (SERVICE MARK)		05/24/94	74/528,681	04/30/96	1,970,828	04/30/2016
UNITED STATES	ACE HARDWARE & Design 23	12,16,	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 5,7,8,9, 10,16,17, 19,20,21, 22-25,28	1,2,3,4,	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,	09/12/85	557,850	03/27/87	1,426,137	03/27/17

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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	10/19/09
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	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	669,907	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

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STATES	MISCELLANEOUS DESIGN (STACKED REPETITIVE LETTER A) (SERVICE MARK)	07/28/94	74/554,945	10/10/95	1,926,798	10/10/15
UNITED STATES	42					
UNITED STATES	ACE RENTAL, PLACE & DESIGN (SERVICE MARK)	09/21/93	74/438,363	12/19/95	1,943,140	12/19/15
UNITED STATES	35,37,39, 41,42					
UNITED STATES	ROYAL SHIELD	02/23/96	75/062,122	06/10/97	2,070,848	06/10/2017
UNITED STATES	ROYAL TOUCH	02/23/96	75/062,123	06/10/97	2,070,849	06/10/2017
UNITED STATES	SEALTECH	02/28/95	74/639,427	10/08/96	2,007,132	10/08/16
UNITED STATES	2					
UNITED STATES	WOODROYAL	01/03/96	75/039,964	05/27/97	2,065,927	05/27/17
UNITED STATES	2					
UNITED STATES	QUALITY SHIELD	06/14/96	75/118,993	09/30/97	2,102,305	09/30/17
UNITED STATES	2					
UNITED STATES	QUALITY TOUCH	06/14/96	75/118,994	09/30/97	2,102,306	09/30/17
UNITED STATES	2					
UNITED STATES	STAIN HALT	07/25/96	75/141,186	12/16/97	2,122,418	12/16/2017
UNITED STATES	2					
UNITED STATES	ACE COMMERCIAL & INDUSTRIAL SUPPLY	06/14/96	75/118,995	09/01/98	2,186,394	09/01/2018
UNITED STATES	42					
UNITED STATES	ACE CONTRACTOR CENTER	04/02/97	75/267,898	05/19/98	2,158,681	05/19/2018
UNITED STATES	35					
UNITED STATES	ACE CONTRACTOR PRO	10/03/95	75/367,765	08/31/99	2,273,483	08/31/09
UNITED STATES	2					

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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)				10/08/90	0375668	
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 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	04/01/2013
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	02/03/03	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
UNITED STATES	NSN	35	02/21/03	76/491,382	09/21/04	2,885,735	09/21/14

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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. YOUR ACE.	35 & 41	11/15/06	77/044,896			
UNITED STATES	ACE REWARDS & Design	35	12/7/06	77/059,215			

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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 HELPPFUL 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.2 PAINT BETTER.		3/13/08	77/421,114
UNITED STATES	ECHELON	2	3/13/08	77/421,074
UNITED STATES	HELPPFUL EARTH CHOICES & Design	35	10/16/07	77/304,993
UNITED STATES	ACE GARDEN PLACE	35	10/15/97	75/373,668

03/02/2009

2,227,729

05/02/99

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**05/21/2008
 900107359**

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:

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	FOUNDATION:

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	1982130	ACE HOME CENTER
Registration Number:	2019696	GREAT FINISHES
Registration Number:	1970828	HELPFUL HARDWARE FOLKS
Registration Number:	898070	ACE HARDWARE
Registration Number:	1138654	THE PAINTIN' PLACE
Registration Number:	1277581	ACE HARDWARE
Registration Number:	1426137	ACE
Registration Number:	1464025	ACE

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O: CORPORATION SERVICE COMPANY COMPANY: 1090 VERMONT AVENUE NW, SUITE 430

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
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

CO: CORPORATION SERVICE COMPANY COMPANY: 1090 VERMONT AVENUE NW, SUITE 430

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:	3204621	PAINT POD
Registration Number:	3183108	DISCOVER YOUR COLORS
Registration Number:	3247391	ELEMENTS OF STYLE
Registration Number:	3333467	LIVING ACCENTS
Registration Number:	2227729	ACE GARDEN PLACE
Serial Number:	77040360	DREAM ACE
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:	77178888	CLICK DON'T CLIP!
Serial Number:	77210655	ACE THE HOLIDAY HELPFUL PLACE.
Serial Number:	77221363	ACE ESSENCE
Serial Number:	77225878	ALKATEX
Serial Number:	77421114	PAINT SMART, PAINT BETTER.
Serial Number:	77421074	ECHELON
Serial Number:	77304993	HELPFUL EARTHCHOICES

CORRESPONDENCE DATA

Fax Number: (202)408-3141
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801x2348

CORPORATION SERVICE COMPANY COMPANY:1090 VERMONT AVENUE NW, SUITE 430

Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	05/21/2008

Total Attachments: 13
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Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Indenture referred to below). Any requirement to grant "control" to the Agent over SCF Primary Collateral (as defined in the Intercreditor Agreement) contained herein prior to the Discharge of the SCF Obligations (as defined in the Intercreditor Agreement) shall be satisfied by granting control over such SCF Primary Collateral to the SCF Agent (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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 (the "Company"), **ACE INCENTIVES, LLC**, a Colorado limited liability company, **LOSS PREVENTION SERVICES, INC.**, an Illinois corporation, **ACE GLOBAL DISTRIBUTION LLC**, a Delaware limited liability company (each a "Grantor" and together with the Company, the "Grantors"), in favor of **WILMINGTON TRUST COMPANY**, in its capacity as Collateral Agent under the Indenture (defined below) (together with its successors in such capacity, the "Grantee"):

W I T N E S S E T H

WHEREAS, the Grantors have entered into that certain Indenture, dated as of May 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among the Grantors and Wilmington Trust Company, as trustee (together with its successors in such capacity, the "Trustee"), on behalf of the holders (the "Noteholders") of the Notes (as defined below) pursuant to which the Company is issuing \$300,000,000.00 aggregate principal amount of its 9½% Senior Secured Notes due 2016 (the "Notes"), which are guaranteed by each of the Grantors;

WHEREAS, the Trustee has been appointed to serve as Collateral Agent under the Indenture and in such capacity, to enter into this Agreement;

WHEREAS, following the date hereof, the Grantors may incur Permitted Additional Pari Passu Obligations (as defined in the Indenture) which are secured equally and ratably with the Grantors' obligations in respect of the Notes in accordance with Section 8.9 of the Security Agreement (as defined in the Indenture);

WHEREAS, each Grantor will receive substantial benefits from the execution, delivery and performance of the obligations under the Indenture, the Notes and any Additional Pari Passu Agreement (as defined in the Security Agreement) and each is, therefore, willing to enter into this Agreement;

WHEREAS, the Grantors are executing and delivering this Agreement pursuant to the terms of the Indenture to induce the Grantee to enter into the Indenture and induce the Noteholders to purchase the Notes;

WHEREAS, pursuant to the terms of the Indenture and the Security Agreement, each Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined below), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Indenture;

WHEREAS, this Agreement is made by the Grantors in favor of the Grantee for the benefit of the Secured Parties to secure the payment and performance in full when due of the Obligations;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Agent hereby agree as follows:

1. Incorporation of Indenture and the Security Agreement. The Indenture and the Security 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 Security Agreement.

2. Trademarks. The term "Trademarks" shall mean all of each 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, each Grantor hereby grants to Grantee, for its benefit and the benefit of Noteholders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such 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 NEW YORK, 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 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 the Grantors and their successors and assigns, and shall inure to the benefit of Grantee, the Noteholders 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: *[Signature]*
Title: SVP, General Counsel and Secretary

ACE INCENTIVES, LLC

By: *[Signature]*
Title: Vice President and Secretary

LOSS PREVENTION SERVICES, INC.

By: *[Signature]*
Title: Vice President and Secretary

ACE GLOBAL DISTRIBUTION LLC

By: *[Signature]*
Title: Vice President and Secretary

Grantor Signature Page to Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above

WILMINGTON TRUST
COMPANY, not in its individual capacity, but solely as Collateral Agent appointed under the Indenture, as Agent

By: 
Title: Assistant Vice President

Trustee's Signature Page to Trademark Security Agreement

CORPORATION SERVICE COMPANY COMPANY:1090 VERMONT AVENUE NW, SUITE 430

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

900107359

MAY 28, 2008

PTAS

CORPORATION SERVICE COMPANY
1090 VERMONT AVENUE NW, SUITE 430
ATTN: JEAN FATERSON
WASHINGTON, DC 20005UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900107359

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TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

May 30, 2008

To: USPTO Assignment Branch
571.273.0140

From: Jean Paterson
Corporation Service Company, Inc.
800.927.9801 x2348

jpaterso@cscinfo.com

Attached please find a more legible copy of my trademark assignment document ,
originally filed May 21, 2008. If you need any further information, please do not hesitate
to contact me. Thank you for your assistance.