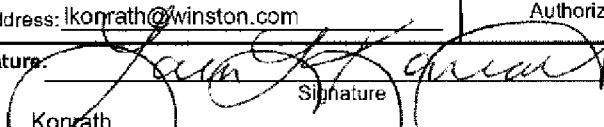


Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY 80034 - 1274	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): White Cap Construction Supply, Inc. <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: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>GE Business Financial Services Inc</u> Internal <u>as agent</u> Address: _____ Street Address: <u>299 Park Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>U.S.A.</u> Zip: <u>10171</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>DELAWARE</u> <input type="checkbox"/> Other _____ Citizenship _____ 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)
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>May 26, 2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ <div style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____ _____	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6352</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>290.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u>
9. Signature: <u></u> <u>06/04/09</u> Date _____ Signature Date <u>Laura L. Konrath</u> Total number of pages including cover sheet, attachments, and document: Name of Person Signing	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
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CONTINUATION ITEM 1

2) HDS IP HOLDING LLC

a Nevada limited liability company

3) HD SUPPLY FACILITIES MAINTENANCE, LTD.

a Florida limited partnership

Continuation Item 4

Schedule A

Trademarks

Trademark	Ser. No/Reg. No.	App. Date/Reg. Date
WHITE CAP CUSTOM SHOP COAST TO COAST 1976-2006 & Design	RN: 3,396,238	3/11/2008
WHITE CAP CUSTOM SHOP 1976-2006 & Design	RN: 3,396,239	3/11/2008
WC PHENOLIC PLY & Design	RN: 3,416,045	4/22/2008
WCFP WHITE CAP FORMING PANEL Stylized	RN: 3,416,044	4/22/2008
HD SUPPLY Logo	RN: 3,454,324	6/24/2008
POWERSCOPE	RN: 3,461,922	7/8/2008
HD SUPPLY WATERWORKS & Design	RN: 3,468,515	7/15/2008
HOME IMPROVEMENT PRODUCTS DIRECT Stylized	RN: 3,478,426	7/29/2008
IDEALLYGREEN	RN: 3,523,340	10/28/2008
HD SUPPLY Logo	RN: 3,550,632	12/23/2008
MAINTENANCE WAREHOUSE	RN: 3,563,112	1/20/2009

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ABL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ABL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of May 26, 2009, is made by each of the signatories hereto (each, a "Grantor") in favor of GE BUSINESS FINANCIAL SERVICES INC., as administrative agent and collateral agent for the banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement (in such capacities, respectively, the "Administrative Agent" and the "U.S. ABL Collateral Agent"), dated as of August 30, 2007 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the indebtedness under such agreement or successor agreements, the "ABL Credit Agreement"), among HD SUPPLY, INC. (successor-by-merger to HDS ACQUISITION SUBSIDIARY, INC.), a Texas corporation (the "Borrower"), GE BUSINESS FINANCIAL SERVICES INC., as administrative agent, collateral agent and Issuing Lender (as such term is defined in the ABL Credit Agreement), and the other parties thereto.

WHEREAS, pursuant to the ABL Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the ABL Credit Agreement, the Borrower, the Grantors, and certain other Domestic Subsidiaries of Borrower executed and delivered a U.S. Guarantee and Collateral Agreement, dated as of August 30, 2007, in favor of the U.S. ABL Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "U.S. Guarantee and Collateral Agreement");

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, each Grantor granted to the U.S. ABL Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantors on the terms and subject to the conditions of the ABL Credit Agreement, each Grantor agrees, for the benefit of the U.S. ABL Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the ABL Credit Agreement and the U.S. Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. Each Grantor hereby confirms that pursuant to the U.S. Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, it granted to the U.S.

ABL Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto under such Grantor's name) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of such Grantor under or in any Trademark Licenses with Persons other than Holding, Borrower, a Restricted Subsidiary or an Affiliate thereof for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted pursuant to the U.S. Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the U.S. Guarantee and Collateral Agreement. The U.S. Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the ABL Credit Agreement and the U.S. Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

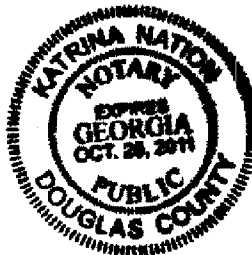
WHITE CAP CONSTRUCTION SUPPLY, INC.

By: [Signature]
Name: Ricardo Nunez
Title: Vice President

STATE OF GEORGIA)
)ss.:
COUNTY OF COBB)

On this 26th day of May, 2009, before me personally appeared Ricardo Nunez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



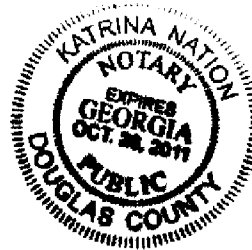
HDS IP HOLDING LLC

By: Leo Cook
Name: Leo Cook
Title: Pres.

STATE OF GEORGIA)
)ss.:
COUNTY OF COBB)

On this 26th day of May, 2009, before me personally appeared Leo Cook, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Katrina Nation
Notary Public



HD SUPPLY FACILITIES MAINTENANCE,
LTD.

By: HD Supply GP & Management, Inc.,
its general partner

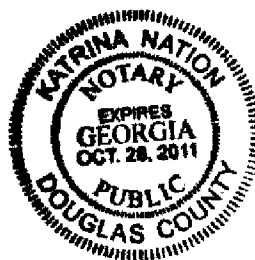
By: _____

Name: RICARDO NUÑEZ
Title: Vice President

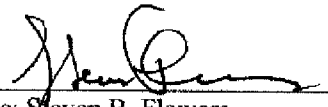
STATE OF GEORGIA)
)ss.:
COUNTY OF COBB)

On this 26th day of May, 2009, before me personally appeared Ricardo Nunez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Katrina Nation
Notary Public



GE BUSINESS FINANCIAL SERVICES INC.

By: 
Name: Steven B. Flowers
Title: Duly Authorized Signatory

Schedule A

Trademarks

Trademark	Ser. No/Reg. No.	App. Date/Reg. Date
WHITE CAP CUSTOM SHOP COAST TO COAST 1976-2006 & Design	RN: 3,396,238	3/11/2008
WHITE CAP CUSTOM SHOP 1976-2006 & Design	RN: 3,396,239	3/11/2008
WC PHENOLIC PLY & Design	RN: 3,416,045	4/22/2008
WCFP WHITE CAP FORMING PANEL Stylized	RN: 3,416,044	4/22/2008
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POWERSCOPE	RN: 3,461,922	7/8/2008
HD SUPPLY WATERWORKS & Design	RN: 3,468,515	7/15/2008
HOME IMPROVEMENT PRODUCTS DIRECT Stylized	RN: 3,478,426	7/29/2008
IDEALLYGREEN	RN: 3,523,340	10/28/2008
HD SUPPLY Logo	RN: 3,550,632	12/23/2008
MAINTENANCE WAREHOUSE	RN: 3,563,112	1/20/2009