

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		03/29/2010	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: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77592185	CELEBRATIONS	
Serial Number:	77519847	GRILL MARK	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn, 55 E Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2759.163		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		

OP \$65.00 77592185

Date:

04/05/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 29th day of March, 2010, 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");

WITNESSETH

WHEREAS, Grantor, Grantee, Lenders and Banc of America Securities LLC are parties to a certain Loan and Security Agreement dated as of May 15, 2008 (as the same has been or 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: *Peter M. Fitz*
Title: *President*

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: Michael Five - SVP

SCHEDULE 1

TRADEMARK APPLICATIONS

Trademark Application

Description

U.S. Application No.

Date Applied

Celebrations

77/592185

October 14, 2008

Grill Mark

77/519847

July 11, 2008