

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		04/06/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
Internal Address:	Rodney Square North
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	a banking corporation: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3635738	ACE REWARDS
Registration Number:	3609458	HOMEPLUS+
Registration Number:	3517326	CLICK DON'T CLIP
Registration Number:	3513380	CLICK DON'T CLIP!
Registration Number:	3499856	ALKATEX
Registration Number:	3635925	ACE ESSENCE
Registration Number:	3658807	HELPFUL EARTHCHOICES
Registration Number:	3794463	100% HELPFUL
Registration Number:	3857790	ROYAL FINEST
Registration Number:	3846806	THE BATTERY PLACE
Registration Number:	3596350	GRILL MARK
Registration Number:	3525108	ACE THE HOLIDAY HELPFUL PLACE.
Serial Number:	77819446	GET IN. GET HELP. GET ON WITH YOUR LIFE.

CH \$415.00 3635738

Serial Number:	77953121	GET IN. GET HELP. GET OUTSIDE.
Serial Number:	85012032	ACE
Serial Number:	85028953	ROYAL

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36957.00.0011-H.POITRAS
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	04/15/2011

Total Attachments: 5
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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). 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 6th day of April, 2011, by **ACE HARDWARE CORPORATION**, a Delaware corporation ("Grantor"), in favor of **WILMINGTON TRUST COMPANY**, a Delaware banking corporation, not in its individual capacity, but solely as Collateral Agent under the Indenture defined below ("Grantee");

W I T N E S S E T H

WHEREAS, the Grantor has 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 Grantor 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 Grantor has issued \$300,000,000.00 aggregate principal amount of its 9.125% Senior Secured Notes due 2016 (the "Notes");

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

WHEREAS, pursuant to the terms of the Indenture and Security Agreement (as defined in the Indenture), 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 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 Indenture;

WHEREAS, this Agreement is made by the Grantor 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 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 the Indenture and 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 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 Noteholders, and hereby reaffirms its prior grant pursuant to the Security 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 foregoing, 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, Noteholders 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, 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: *Julie Browning*
Title: *VP, General Counsel / Secretary*

SCHEDULE 1

Trademark Registrations

MARK	REGISTRATION NUMBER	DATE
ACE REWARDS & Design	3635738	06/09/09
HOMEPLUS+ & Design	3609458	04/21/09
CLICK DON'T CLIP	3517326	10/14/08
CLICK DON'T CLIP [Design Only]	3513380	10/07/08
ACE THE HOLIDAY HELPFUL PLACE & Design	3525108	10/28/08
ALKATEX	3499856	09/09/08
ACE ESSENCE	3635925	06/09/09
HELPFUL EARTH CHOICES & Design	3658807	07/21/09
100% Helpful Logo	3794463	05/25/10
ROYAL FINEST	3857790	10/05/10
THE BATTERY PLACE & Design	3846806	09/07/10
GRILL MARK	3596350	03/24/09

Trademark Applications

MARK	APPLICATION NUMBER	DATE
GET IN. GET HELP. GET ON WITH YOUR LIFE.	77819446	09/03/09
GET IN. GET HELP. GET OUTSIDE.	77953121	03/08/10
ACE (stylized)	85012032	04/12/10
ROYAL	85028953	05/03/10