

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HSI IP, Inc.		09/09/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Hajoca Corporation
<b>Street Address:</b>	127 Coulter Avenue
<b>City:</b>	Ardmore
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19003
<b>Entity Type:</b>	CORPORATION: MAINE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2288981	HUGHES SUPPLY, INC.
Registration Number:	2307278	HUGHES SUPPLY
Registration Number:	2068635	HUGHES SUPPLY, INC.
Registration Number:	2064591	HUGHES
Registration Number:	1078126	H
Registration Number:	2984869	HUGHES

**CORRESPONDENCE DATA**

Fax Number: (215)981-4750  
 Phone: 215-981-4194  
 Email: kennedyp@pepperlaw.com, catalanot@pepperlaw.com,  
 jensenc@pepperlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Paul J. Kennedy c/o Pepper Hamilton LLP  
 Address Line 1: 3000 Two Logan Square  
 Address Line 2: 18th and Arch Streets

**OP \$165.00 2288981**

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 47588.2

NAME OF SUBMITTER: Paul J. Kennedy

Signature: /paul j. kennedy/

Date: 10/18/2011

Total Attachments: 4  
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source=Assignment from HSI to Hajoca#page4.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made, executed and delivered as of September 9, 2011 by HSI IP, Inc., a Delaware corporation ("Assignor"), for the benefit of Hajoca Corporation, a Maine corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings provided in the Purchase Agreement (as hereinafter defined).

WHEREAS, HD Supply, Inc., a Delaware corporation ("HD Supply"), HD Supply Holdings, LLC, a Florida limited liability company (together with HD Supply, the "Sellers") and Assignee entered into that certain Purchase Agreement dated as of August 25, 2011 (the "Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under certain Intellectual Property, including the trademark registrations listed on Schedule A attached hereto (the "Trademarks"), together with all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the Business associated therewith or which is symbolized thereby, including all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Purchase Agreement.

Assignor authorizes and requests the Commissioner of Trademarks of the United States Patent & Trademark Office to record Assignee as the owner of the Trademarks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

In the event of any conflict or other inconsistency between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall govern and be binding.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

ASSIGNOR:

HSI IP, INC.

By: Vidya Chauhan  
Name: Vidya Chauhan  
Title: Vice President

STATE OF Georgia  
COUNTY OF Cobb

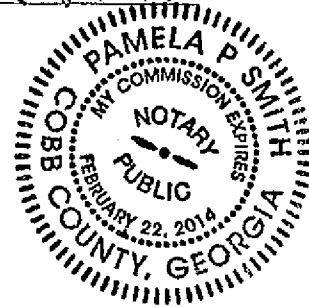
On this 8<sup>th</sup> day of September 2011, before me personally came Vidya Chauhan, Vice President of HSI IP, Inc., a Delaware corporation, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.

Pamela P Smith  
Notary Public

ACCEPTED:

HAJOCA CORPORATION

By: \_\_\_\_\_  
Christopher M. Pappo  
Vice President and Chief Financial Officer



(Signature Page to Trademark Assignment)

TRADEMARK  
REEL: 004643 FRAME: 0881

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

ASSIGNOR:

HSI IP, INC.

By: \_\_\_\_\_

Name: Vidya Chauhan

Title: Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of September 2011, before me personally came Vidya Chauhan, Vice President of HSI IP, Inc., a Delaware corporation, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.

\_\_\_\_\_  
Notary Public

**ACCEPTED:**

HAJOCA CORPORATION

By:  \_\_\_\_\_

Christopher M. Pappo

Vice President and Chief Financial Officer

*(Signature Page to Trademark Assignment)*

**TRADEMARK**  
**REEL: 004643 FRAME: 0882**

## SCHEDULE A

The following trademarks registered with the US Patent and Trademark Office:

- a. Hughes Supply, Inc. - Reg. No. 2288981 - (Word + Shield)
- b. Hughes Supply - Reg. No. 2307278 - (Word Only)
- c. Hughes Supply, Inc. - Reg. No. 2068635 - (Word Only)
- d. Hughes - Reg. No. 2064591 - (Word)
- e. H - Reg. No. 1078126 - (Letter + Shield)
- f. Hughes - Reg. No. 2984869 - (Word + Image)