

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		12/28/2011	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: 24

Property Type	Number	Word Mark
Registration Number:	3794463	100% HELPFUL
Registration Number:	4039867	GET REWARDED. THEN GET YOUR WEEKEND BACK.
Registration Number:	3604205	GRILL MARK
Serial Number:	77592185	CELEBRATIONS
Serial Number:	77630255	CELEBRATIONS GOLD
Serial Number:	77765362	ESCALATE
Serial Number:	77811929	THANKSAVINGS
Serial Number:	77888822	HELPFUL HANDS
Serial Number:	77917102	MENOS TIEMPO DANDO VUELTAS, MAS TIEMPO PARA LO IMPORTANTE
Serial Number:	77953164	BRINGING HELPFUL TO YOUR HOME
Serial Number:	85033069	YOUR EVERYTHING PAINT PLACE
Serial Number:	85044952	ACE HELPFUL HANDS
Serial Number:	85146056	TURN YOUR TO-DO LIST INTO A TO-DONE LIST
		ACE CAN HELP TURN YOUR TO-DO LIST INTO A TO-DONE TRADEMARK

OP \$615.00 3794463

Serial Number:	85146038	LIST
Serial Number:	85171532	YOUR ONE STOP BATTERY SHOP
Serial Number:	85209985	IT'S TIME TO GET YOUR WEEKEND BACK
Serial Number:	85209970	GET YOUR WEEKEND BACK
Serial Number:	85304564	CLARK + KENSINGTON
Serial Number:	85352542	TO DONE
Serial Number:	85320342	HARDWARE HOLIDAY
Serial Number:	85346599	NATIONAL FIX IT THEN FORGET IT DAY
Serial Number:	85346608	NATIONAL TO-DONE LIST DAY
Serial Number:	85320372	HARDWARE HOLIDAYS
Serial Number:	85209851	GET BACK YOUR WEEKEND

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: c/o 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/
Date:	12/29/2011

Total Attachments: 5
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Notwithstanding anything herein to the contrary, the liens and security interests granted to the Grantee pursuant to this Agreement and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of 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 28th day of December, 2011, 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 and Lenders 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: *Steve M. T. of*
Title: *Treasurer*

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.,
as Agent

By: W. F. Mc
Title: Senior Vice President

SCHEDULE 1

Trademark Registrations

MARK	REGISTRATION NUMBER	DATE
100% HELPFUL & Design	3794463	05/25/10
GET REWARDED. THEN GET YOUR WEEKEND BACK	4039867	10/11/11
GRILL MARK	3604205	04/07/09

Trademark Applications

MARK	APPLICATION NUMBER	DATE
CELEBRATIONS.	77592185	10/14/08
CELEBRATIONS GOLD.	77630255	12/10/08
ESCALATE	77765362	06/22/09
THANKSGIVINGS	77811929	08/25/09
HELPFUL HANDS	77888822	12/08/09
MENOS TIEMPO DANDO VUELTAS, MAS TIEMPO PARA LO IMPORTANTE	77917102	01/21/10
BRINGING HELPFUL TO YOUR HOME	77953164	03/08/10
YOUR EVERYTHING PAINT PLACE	85033069	05/07/10
ACE HELPFUL HANDS & Design	85044952	05/21/10
TURN YOUR TO-DO LIST INTO A TO-DONE LIST	85146056	10/06/10
ACE CAN HELP YOU TURN YOUR TO-DO LIST INTO A TO-DONE LIST	85146038	10/06/10
YOUR ONE STOP BATTERY SHOP	85171532	11/08/10
ITS TIME TO GET YOUR WEEKEND BACK	85209985	01/04/11
GET YOUR WEEKEND BACK	85209970	01/04/11
GET BACK YOUR WEEKEND	85209851	01/04/11
CLARK + KENSINGTON	85304564	04/26/11
TO DONE (stylized) (no hyphen)	85352542	06/22/11
HARDWARE HOLIDAY	85320342	05/13/11
HARDWARE HOLIDAYS	85320372	05/13/11
NATIONAL FIX IT THEN FORGET IT DAY	85346599	06/15/11
NATIONAL TO-DONE LIST DAY	85346608	06/15/11