

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation		04/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HDS IP Holding, LLC		
Street Address:	101 Convention Center Drive, Suite 850		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2887975	CLEARCAN	
Registration Number:	1644947	CROWN BOLT	
Registration Number:	2286367	HOUSE-MATES HARDWARE	
Registration Number:	2621865		
Registration Number:	2779848		
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Steven Keslowitz, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton, LLP		
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ATTORNEY DOCKET NUMBER:	23392-1211
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	04/12/2012
Total Attachments: 4 source=23637500 Term Special Release Trademark#page1.tif source=23637500 Term Special Release Trademark#page2.tif source=23637500 Term Special Release Trademark#page3.tif source=23637500 Term Special Release Trademark#page4.tif	

TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of April 12, 2012, from Merrill Lynch Capital Corporation, as administrative agent and collateral agent (the "Agent") for the banks and other financial institutions that are parties to the Credit Agreement to HDS IP Holding, LLC (the "IP Owner"). Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, the IP Owner owns the trademarks listed on Schedule A hereto (the "Trademarks"), which the IP Owner acquired from HD Supply Distribution Services, LLC (the "Assignor") pursuant to the Trademark Assignment, dated March 9, 2009;

WHEREAS, the IP Owner acquired the Trademarks subject to a security interest (the "Security Interest") that the Assignor granted to the Agent, for the ratable benefit of the Secured Parties, pursuant to that certain U.S. Guarantee and Collateral Agreement, dated as of August 30, 2007, as amended as of November 1, 2007 (the "Guarantee and Collateral Agreement");

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Assignor and the Agent entered into a Notice of Grant of Security Interest in Trademarks, which was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel/Frame 003612/0585; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks and Proceeds and products of such Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks and Proceeds and products of such Trademarks pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks and Proceeds and products of such Trademarks, and any right, title or interest of the Agent in such Trademarks and Proceeds and products of such Trademarks shall hereby cease and become void.

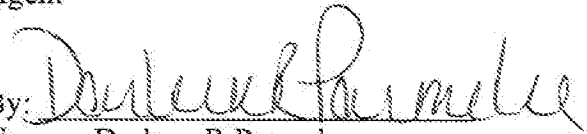
2. Further Assurances. The Agent shall promptly and duly execute and deliver to the IP Owner all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the IP Owner may reasonably request for the purpose of obtaining the release of the Security Interest.

\* \* \*

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MERRILL LYNCH CAPITAL  
CORPORATION,  
as Administrative Agent and Collateral  
Agent

By: 

Name: Darleen R Parmelee

Title: Assistant Vice President

TERMINATION AND RELEASE OF SECURITY INTEREST IN  
TRADEMARKS - HD SUPPLY DISTRIBUTION SERVICES, LLC

TRADEMARK  
REEL: 004755 FRAME: 0803

SCHEDULE A

TRADEMARKS

TRADEMARK	Status	Ser. No./Reg. No.	App. Date/Reg. Date
CLEARCAN	Registered	RN: 2,887,975	9/21/2004
CROWN BOLT	Registered	RN: 1,644,947	5/21/1991
HOUSE-MATES HARDWARE	Registered	RN: 2,286,367	10/12/1999
Design only	Registered	RN: 2,621,865	9/17/2002
Design only	Registered	RN: 2,779,848	11/4/2003