

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: 6			
Property Type	Number	Word Mark	
Registration Number:	2945650	AQUATRAC	
Registration Number:	2426425	COREPRO	
Registration Number:	2266004	USA BLUEBOOK	
Registration Number:	2236393	USABLUEBOOK	
Registration Number:	3224814	USABLUEBUCKS	
Registration Number:	2252348	UTILITY SUPPLY OF AMERICA	
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		
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Correspondent Name:	Steven Keslowitz, Esq.		
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ATTORNEY DOCKET NUMBER:	23392-1211
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	04/12/2012
<p>Total Attachments: 4 source=23637496 Term Special Trademark Release#page1.tif source=23637496 Term Special Trademark Release#page2.tif source=23637496 Term Special Trademark Release#page3.tif source=23637496 Term Special Trademark Release#page4.tif</p>	

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 Utility Supply of America, Inc. (the "Assignor") pursuant to the Trademark Assignment, dated September 29, 2008;

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 -- UTILITY SUPPLY OF AMERICA, INC.

TRADEMARK
REEL: 004755 FRAME: 0845

SCHEDULE A
TRADEMARKS

TRADEMARK	Status	Ser. No./Reg. No.	App. Date/Reg. Date
AQUATRAC	Registered	RN: 2,945,650	5/3/2005
COREPRO	Registered	RN: 2,426,425	2/6/2001
USA BLUEBOOK and Design	Registered	RN: 2,266,004	8/3/1999
USABLUEBOOK	Registered	RN: 2,236,393	4/6/1999
USABLUEBUCKS	Registered	RN: 3,224,814	4/3/2007
UTILITY SUPPLY OF AMERICA	Registered	RN: 2,252,348	6/15/1999