

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HD Supply Repair & Remodel, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 12, 2012

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Secured Note Notice and Confirmation of Grant of Security Interest in Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wilmington Trust, National Association

Internal

Address: Suite 105

Street Address: 246 Goose Lane

City: Guilford

State: Connecticut

Country: USA

Zip: 06437

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other bank Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Sch. A of the attached First Lien Secured Note Notice and Confirmation of Grant of Security Interest in Trademarks document

B. Trademark Registration No.(s)

See Sch. A of attached First Lien Secured Note Notice and Confirmation of Grant of Security Interest in Trademarks document

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Steven Keslowitz, Esq.

Internal Address: Debevoise & Plimpton LLP

Street Address: 919 Third Avenue

City: New York

State: New York

Zip: 10022

Phone Number: 212-909-6000

Fax Number: 212-909-6836

Email Address: trademarks@debevoise.com

6. Total number of applications and registrations involved:

89

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2240.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 501997

Authorized User Name Steven Keslowitz, Esq.

9. Signature:


Signature

4/12/2012

Date

Steven Keslowitz, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

Item No. 1 – Continuation Sheet
Name of Conveying Parties

Creative Touch Interiors, Inc.

Entity Type: Corporation

Citizenship: Maryland

HD Supply Facilities Maintenance Limited

Entity type: Limited partnership

Citizenship: Florida

HDS IP Holding, LLC.

Entity Type: Limited liability company

Citizenship: Nevada

HSI IP, Inc.

Entity Type: Corporation

Citizenship: Delaware

HD Supply Support Services, Inc.

Entity type: Corporation

Citizenship: Delaware

ProValue, LLC

Entity type: Limited liability company

Citizenship: Delaware

White Cap Construction Supply, Inc.

Entity type: Corporation

Citizenship: Delaware

Williams Bros. Lumber Company, LLC

Entity type: Limited liability company

Citizenship: Delaware

Schedule A**Trademarks**HD Supply Repair & Remodel, LLC

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|--------------------------------------|------------|-------------------|---------------------|
| CW CONTRACTORS' WAREHOUSE and Design | Registered | RN: 1,753,027 | 2/16/1993 |

Creative Touch Interiors, Inc.

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|---|------------|-------------------|---------------------|
| CTE CREATIVE TOUCH EXTERIORS and Design | Registered | RN: 2,991,212 | 9/6/2005 |
| CTI CREATIVE TOUCH INTERIORS and Design | Registered | RN: 2,988,553 | 8/30/2005 |
| CTM CREATIVE TOUCH MAINTENANCE | Registered | RN: 2,988,552 | 8/30/2005 |

HD Supply Facilities Maintenance, Ltd.

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|-----------------------|------------|-------------------|---------------------|
| MAINTENANCE WAREHOUSE | Registered | RN: 3,563,112 | 1/20/2009 |

HDS IP Holding, LLC

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|---|------------|-------------------|---------------------|
| ALWAYS ON THE JOB | Registered | RN: 4,079,895 | 1/3/2012 |
| AQUAGUARD | Registered | RN: 0,720,199 | 8/22/1961 |
| AQUATRAC | Registered | RN: 2,945,650 | 5/3/2005 |
| BEST BUSINESS ELECTRONIC SOLUTION TECHNOLOGIES (stylized) | Registered | RN: 3,611,013 | 4/28/2009 |
| BRIGADE (Multistar stylization) | Registered | RN: 3,845,600 | 9/7/2010 |
| BRIGADE (Multistar stylization) | Registered | RN: 3,928,403 | 3/8/2011 |
| BRIGADE (star stylization) | Registered | RN: 3,865,925 | 10/19/2010 |
| CLEARCAN | Registered | RN: 2,887,975 | 9/21/2004 |
| COREPRO | Registered | RN: 2,426,425 | 2/6/2001 |
| COTTON BAY | Registered | RN: 3,627,904 | 5/26/2009 |
| COTTON BAY | Registered | RN: 3,679,770 | 9/8/2009 |
| CROWN BOLT | Registered | RN: 1,644,947 | 5/21/1991 |
| HD SUPPLY | Registered | RN: 3,559,162 | 1/6/2009 |
| HD SUPPLY FIRE PROTECTION (stylized) | Registered | RN: 3,671,809 | 8/25/2009 |
| HD SUPPLY (logo) | Registered | RN: 3,454,324 | 6/24/2008 |
| HD SUPPLY (logo) | Registered | RN: 3,550,632 | 12/23/2008 |
| HD SUPPLY WATERWORKS (stylized) | Registered | RN: 3,468,515 | 7/15/2008 |
| HOME IMPROVEMENT PRODUCTS DIRECT (stylized) | Registered | RN: 3,478,426 | 7/29/2008 |
| HOUSE-MATES HARDWARE | Registered | RN: 2,286,367 | 10/12/1999 |
| I (stylized) | Registered | RN: 3,679,438 | 9/8/2009 |
| IDEALLYGREEN | Registered | RN: 3,523,340 | 10/28/2008 |
| Design only | Registered | RN: 2,621,865 | 9/17/2002 |
| Design only | Registered | RN: 2,779,848 | 11/4/2003 |
| LOCAL SERVICE NATIONWIDE | Registered | RN: 3,665,886 | 8/11/2009 |
| PERFECT SEAL | Registered | RN: 4,001,186 | 7/26/2011 |
| POWERSCOPE | Registered | RN: 3,461,922 | 7/8/2008 |

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|--------------------------------------|------------|-------------------|---------------------|
| SEASONS (stylized) | Registered | RN: 3,835,518 | 8/17/2010 |
| SEASONS GOLD (stylized) | Registered | RN: 3,850,430 | 9/21/2010 |
| SHIELD SECURITY | Registered | RN: 2,949,257 | 5/10/2005 |
| TOTAL CHOICE ADVANTAGE PROGRAM | Registered | RN: 3,911,575 | 1/25/2011 |
| VISTRA | Registered | RN: 3,895,271 | 12/21/2010 |
| WE GOT IT YOU GET IT AND YOU'RE GONE | Registered | RN: 3,632,249 | 6/2/2009 |
| 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 |

HSI IP, Inc.

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|--------------------------------------|------------|-------------------|---------------------|
| ASPEN | Registered | RN: 2,455,675 | 5/29/2001 |
| BAJA | Registered | RN: 2,243,286 | 5/4/1999 |
| BRIGHTON | Registered | RN: 3,086,948 | 5/2/2006 |
| CHAMPION | Registered | RN: 2,995,438 | 9/13/2005 |
| CHAMPION METALS | Registered | RN: 2,948,182 | 5/10/2005 |
| CHAMPION PLUS | Registered | RN: 2,944,121 | 4/26/2005 |
| CHAMPION VINYL | Registered | RN: 2,944,120 | 4/26/2005 |
| CHAMPION WINDOW COVERINGS (stylized) | Registered | RN: 3,535,469 | 11/18/2008 |
| DUROGUARD | Pending | SN: 77/841,144 | 10/5/2009 |
| ELASCO | Registered | RN: 1,818,239 | 1/25/1994 |
| ELASCO (stylized) | Registered | RN: 1,843,279 | 7/5/1994 |
| EDWARDS | Registered | RN: 2,983,752 | 8/9/2005 |
| H (and design w/shield) | Registered | RN: 1,078,126 | 11/22/1977 |

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|---|------------|-------------------|---------------------|
| HUGHES | Registered | RN: 2,288,983 | 10/26/1999 |
| HUGHES EDWARDS | Registered | RN: 3,004,848 | 10/4/2005 |
| MARDEN SUSCO | Registered | RN: 2,991,505 | 9/6/2005 |
| MINALOY | Registered | RN: 1,033,014 | 2/10/1976 |
| MINE TUFF | Registered | RN: 1,381,417 | 2/4/1986 |
| PROFESSIONAL QUALITY. EXCEPTIONAL VALUE. | Registered | RN: 3,288,848 | 9/4/2007 |
| PROVALUE | Registered | RN: 2,863,412 | 7/13/2004 |
| RIO | Registered | RN: 1,929,737 | 10/24/1995 |
| SOLUTIONS. SUPPLY. SERVICE. | Registered | RN: 3,054,307 | 1/31/2006 |
| SOME YOU SEE SOME YOU DON'T | Registered | RN: 2,597,962 | 7/23/2002 |
| TERMINATOR | Registered | RN: 2,729,726 | 6/24/2003 |
| THE PRODUCTS YOU WANT! THE SERVICE YOU DESERVE! | Registered | RN: 2,514,480 | 9/4/2001 |
| THE SOURCE | Registered | RN: 2,360,623 | 6/20/2000 |

HD Supply Support Services, Inc.

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|----------------------------------|------------|-------------------|---------------------|
| HD SUPPLY SUPPORT SERVICES, INC. | Registered | RN: 3,835,928 | 8/17/2010 |

ProValue, LLC

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|-----------|------------|-------------------|---------------------|
| PROVALUE | Registered | RN: 3,545,345 | 12/9/2008 |

White Cap Construction Supply, Inc.

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|--|------------|-------------------|---------------------|
| BLACK MARLIN | Registered | RN: 3,299,068 | 9/25/2007 |
| CONTRACTOR TRADER | Registered | RN: 2,997,227 | 9/20/2005 |
| PANEL-PRO | Registered | RN: 2,966,934 | 7/12/2005 |
| PANEL-PRO TILT-UP ESTIMATING SOFTWARE | Registered | RN: 2,901,054 | 11/9/2004 |
| PANEL-TRAK | Registered | RN: 2,987,418 | 8/23/2005 |
| WC and Design | Registered | RN: 2,385,183 | 9/12/2000 |
| WC PHENOLOIC PLY (stylized) | Registered | RN: 3,416,045 | 4/22/2008 |
| WCFP WHITE CAP FORMING PANEL (stylized) | Registered | RN: 3,416,044 | 4/22/2008 |
| WHITE CAP | Registered | RN: 3,048,812 | 1/24/2006 |
| WHITE CAP (Stylized) | Registered | RN: 3,026,834 | 12/13/2005 |
| WHITE CAP (stylized) | Registered | RN: 1,478,065 | 2/23/1988 |
| WHITE CAP CONSTUCTION SUPPLY | Registered | RN: 2,927,946 | 2/22/2005 |
| WHITE CAP CUSTOM SHOP 1976-2006 (stylized) | Registered | RN: 3,396,239 | 3/11/2008 |
| WHITE CAP CUSTOM SHOP COAST TO COAST 19676-2006 (stylized) | Registered | RN: 3,396,238 | 3/11/2008 |

Williams Bros. Lumber Company, LLC

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|---------------------------------|------------|-------------------|---------------------|
| THE NAME PROFESSIONALS BUILD ON | Registered | RN: 3,070,996 | 3/21/2006 |
| WB | Registered | RN: 1,297,296 | 9/25/1984 |
| WB | Registered | RN: 1,241,620 | 6/7/1983 |
| WB | Registered | RN: 1,237,828 | 5/10/1983 |
| WB | Registered | RN: 1,297,295 | 9/25/1984 |

| TRADEMARK | Status | Ser. No./Reg. No. | App. Date/Reg. Date |
|-----------|------------|-------------------|---------------------|
| WB | Registered | RN:3,185,687 | 12/16/2006 |

EXECUTION VERSION

FIRST LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS FIRST LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of April 12, 2012, is made by each of the signatories hereto (each, a "Grantor") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington Trust"), as note collateral agent (in such capacity, the "First Priority Note Collateral Agent") with respect to the 8¼% Senior Secured First Priority Notes due 2019 (the "First Priority Notes") issued by HD SUPPLY, Inc., a Delaware corporation (the "Issuer") pursuant to the Indenture, dated as of the date hereof (as amended pursuant to the First Supplemental Indenture, dated as of the date hereof, and as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "First Priority Notes Indenture"), among the Issuer, the Subsidiary Guarantors from time to time parties thereto, and Wilmington Trust.

WHEREAS, pursuant to the Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "First Priority Note Collateral Agreement"), among the Issuer, certain Subsidiaries of the Issuer and the First Priority Note Collateral Agent, each Grantor granted to the First Priority Note Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, subject to the conditions of the First Priority Notes Indenture, each Grantor agrees, for the benefit of the First Priority Note Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Priority Notes Indenture and the First Priority Note Collateral Agreement.

SECTION 2. Confirmation of Security Interest. Each Grantor hereby confirms that pursuant to the First Priority Note Collateral Agreement, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, it granted to the First Priority Note Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto under such Grantor's name) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such

Grantor, except that no security interest is or will be granted pursuant thereto or any other Note Security Document in any right, title or interest of such Grantor under or in any Trademark Licenses with Persons other than the Issuer, a Restricted Subsidiary or an Affiliate thereof for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted pursuant to the First Priority Note Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the First Priority Note Collateral Agreement. The First Priority Note Collateral Agreement (and all rights and remedies of the First Priority Note Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the First Priority Note Collateral Agent with respect to the security interest in the Trademarks are fully set forth in the First Priority Notes Indenture and the First Priority Note Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CREATIVE TOUCH INTERIORS, INC.

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

HD SUPPLY REPAIR & REMODEL, LLC

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

FIRST LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

TRADEMARK
REEL: 004756 FRAME: 0651

HD SUPPLY FACILITIES
MAINTENANCE, LTD.

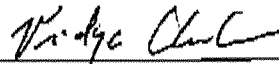
By: HD Supply GP & Management, Inc., its
general partner

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

FIRST LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

TRADEMARK
REEL: 004756 FRAME: 0652

HSI IP, INC.

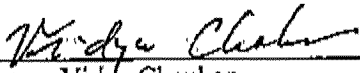
By: 
Name: Vidya Chauhan
Title: Vice President

FIRST LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

TRADEMARK
REEL: 004756 FRAME: 0653

WHITE CAP CONSTRUCTION SUPPLY,
INC.

By: HD Supply Support Services, Inc., its
managing member

By: 
Name: Vidya Chauhan
Title: Vice President

WILLIAMS BROS. LUMBER
COMPANY, LLC

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

FIRST LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

TRADEMARK
REEL: 004756 FRAME: 0655

HD SUPPLY SUPPORT SERVICES, INC.

By: Katherine A. Boelte
Name: Katherine Boelte
Title: Vice President

FIRST LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

TRADEMARK
REEL: 004756 FRAME: 0656

PROVALUE, LLC

By: HD Supply Support Services, Inc., its
managing member

By: Katherine A Boelte

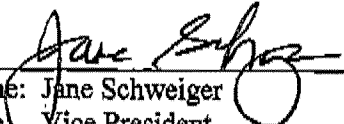
Name: Katherine Boelte

Title: Vice President

FIRST LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

TRADEMARK
REEL: 004756 FRAME: 0657

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as First Priority Note
Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

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DEBEVOISE & PLIMPTON LLP

919 Third Avenue
New York, NY 10022
Tel 212 909 6000
Fax 212 909 6836
www.debevoise.com

Date April 12, 2012
To US Patent and Trademark Office
Attn Assignment Division
Fax 571-273-0140
Tel 571-272-3350
From Harriett Sasso, Sr. Intellectual Property Administrator
Tel 212-909-6327, trademarks@debevoise.com

Facsimile

20 pages including cover page

**Recordation of First Lien Secured Note Notice and Confirmation of Grant
Of Security Interest in Trademarks**

Attached please find a Recordation Form Cover Sheet with continuation sheet to record the First Lien Secured Note Notice and Confirmation of Grant Of Security Interest in Trademarks from each of the Grantors (as defined in the attached documents) in favor of Wilmington Trust, National Association.

Should you have any questions, please contact me at 212-909-6327.

Regards,

Harriett Sasso
Sr. Intellectual Property Administrator

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being transmitted by facsimile to the United States Patent and Trademark Office on the date shown below:

Harriett Sasso

Signature

HARRIETT SASSO

Print or type name of person signing certificate

4/12/12

Date

For assistance or confirmation please call 212 909 6407

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