

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):

GE Business Financial Services, Inc. (f/k/a Merrill Lynch
Business Financial Services, Inc.)

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 12, 2012

- Assignment
- Security Agreement
- Other ABL Termination and Release of Security Interest in Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HDS IP Holding, LLC

Internal Address: Suite 850

Street Address: 101 Convention Center Drive

City: Las Vegas

State: Nevada

Country: USA Zip: 89109

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other limited liability company

Citizenship _____
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)

B. Trademark Registration No.(s)

See Schedule A of the attached ABL Termination and Release 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:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501997

Authorized User Name Steven Keslowitz

9. Signature:



4/12/2012

Date

Steven Keslowitz, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

CH \$165.00 501997 2945650

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

EXECUTION VERSION**ABL TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

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

WHEREAS, in connection with the ABL Guarantee and Collateral Agreement, the Assignor and the Agent entered into an ABL 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 003616/0701; 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 ABL 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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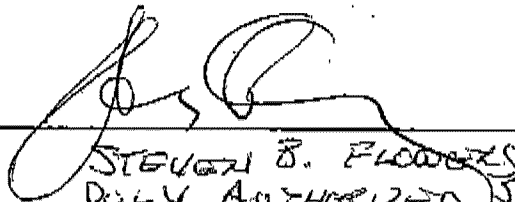
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GE BUSINESS FINANCIAL SERVICES INC.
(f/k/a Merrill Lynch Business Financial Services, Inc.),
as Agent

By: _____

Name:

Title:



STEVEN D. FLOWERS
DULY AUTHORIZED SIGNATORY