

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peachtree Business Products, LLC		07/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Amerifile, LLC		07/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A
Street Address:	101 South Tryon Street
Internal Address:	15th Floor, NC1-002-15-36
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2736417	FIDO HOUSE
Registration Number:	3688792	AMERIFILE
Registration Number:	3683191	ESSENTIAL PRODUCTS FOR AN EFFICIENT PRACTICE
Registration Number:	3371018	AMERIFILE
Registration Number:	2311197	WALLSTRETCHER
Registration Number:	2231634	AMERIFILE
Serial Number:	85312225	FIDO FRESHHANDS

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$190.00 2736417

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
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 23392-1200

NAME OF SUBMITTER: Steven Keslowitz

Signature: /Steven Keslowitz/

Date: 07/27/2012

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 27, 2012, is made by each of the signatories hereto (each, a "Grantor") in favor of BANK OF AMERICA, N.A. ("Bank of America"), as administrative agent and collateral agent for the banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (in such capacities, respectively, the "Administrative Agent" and the "Collateral Agent"), dated as of April 12, 2012 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among HD SUPPLY, INC., a Delaware corporation (the "Borrower"), Bank of America, as administrative agent and collateral agent, and the other parties thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain Subsidiaries of the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of April 12, 2012, in favor of Bank of America (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Assumption Agreement, dated as of July 27, 2012, to the Guarantee and Collateral Agreement, each Grantor granted to the 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, and in order to induce the Lenders to make extensions of credit to the Borrower on the terms and subject to the conditions of the Credit Agreement, each Grantor agrees, for the benefit of the 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. Each Grantor hereby confirms that pursuant to the Guarantee and 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 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 in any right, title or interest of such Grantor under or in any Trademark Licenses with Persons other than the Borrower, 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 Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders 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 Lenders with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Guarantee and 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 day and year first above written.

PEACHTREE BUSINESS PRODUCTS,
LLC

By: Katherine A. Boelte
Name: Katherine Boelte
Title: Treasurer

SIGNATURE PAGE - NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004831 FRAME: 0005

AMERIFILE, LLC

By Katherine A Boelte

Name: Katherine Boelte

Title: Treasurer

BANK OF AMERICA, N.A., as Collateral Agent
and Administrative Agent

By: 

Name: Darleen R Parmelee

Title: Assistant Vice President

SIGNATURE PAGE - NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004831 FRAME: 0007

Schedule A

Trademarks

Peachtree Business Products, LLC

TRADEMARK	Status	Reg. No. / App. No.	Reg. Date / App. Date
FIDO HOUSE (and design)	Registered	2736417	July 15, 2003
FIDO FRESHHANDS	Pending	85312225	May 4, 2011

Amerifile, LLC

TRADEMARK	Status	Reg. No.	Reg. Date
AMERIFILE	Registered	3688792	September 29, 2009
ESSENTIAL PRODUCTS FOR AN EFFICIENT PRACTICE	Registered	3683191	September 15, 2009
AMERIFILE	Registered	3371018	January 15, 2008
WALLSTRETCHER	Registered	2311197	January 25, 2000
AMERILFE (and design)	Registered	2231634	March 16, 1999