

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |   |  |                                     |
|--|---|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT  |  |                                     |
| <b>NATURE OF CONVEYANCE:</b>   | First Lien Secured Note Notice and Confirmation of Grant of Security Interest in Trademarks |  |                                     |
| <b>CONVEYING PARTY DATA</b>  |   |  |                                     |
| <b>Name</b>  | <b>Formerly</b>   | <b>Execution Date</b>                        | <b>Entity Type</b>                  |
| Peachtree Business Products, LLC   |   | 07/27/2012                                   | LIMITED LIABILITY COMPANY: DELAWARE |
| Amerifile, LLC   |   | 07/27/2012                                   | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>  |   |  |                                     |
| <b>Name:</b>   | Wilmington Trust, National Association  |  |                                     |
| <b>Street Address:</b>   | 246 Goose Lane  |  |                                     |
| <b>Internal Address:</b>   | Suite 105   |  |                                     |
| <b>City:</b>   | Guilford  |  |                                     |
| <b>State/Country:</b>  | CONNECTICUT   |  |                                     |
| <b>Postal Code:</b>  | 06437   |  |                                     |
| <b>Entity Type:</b>  | national association: UNITED STATES   |  |                                     |
| <b>PROPERTY NUMBERS Total: 7</b>   |   |  |                                     |
| <b>Property Type</b>   | <b>Number</b>   | <b>Word Mark</b>                             |                                     |
| 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                              |                                     |
| <b>CORRESPONDENCE DATA</b>   |   |  |                                     |
| <b>Fax Number:</b>   | 2129096836  |  |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> |   |  |                                     |

CH \$190.00 2736417

*via US Mail.*

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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## **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 July 27, 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 8½% 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 April 12, 2012 (as amended pursuant to the First Supplemental Indenture, dated as of April 12, 2012, 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 Assumption Agreement, dated as of July 27, 2012, to the Collateral Agreement, dated as of April 12, 2012 (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 each Grantor 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 day and year first above written.

PEACHTREE BUSINESS PRODUCTS,  
LLC

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

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

TRADEMARK  
REEL: 004831 FRAME: 0024

AMERIFILE, LLC

By: Katherine A. Boelte

Name: Katherine Boelte

Title: Treasurer

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

TRADEMARK  
REEL: 004831 FRAME: 0025

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as note collateral agent

By:   
Name: Jane Schweiger  
Title: Vice President

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

23707962v2

TRADEMARK  
REEL: 004831 FRAME: 0026

**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     |