

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interline Brands, Inc.		09/07/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 127

Property Type	Number	Word Mark
Registration Number:	3910668	AF LIGHTING
Registration Number:	3903964	AF LIGHTING
Registration Number:	3916874	MAINTENANCE USA
Registration Number:	3988478	U.S. LOCK
Registration Number:	2369493	AMSAN
Registration Number:	2541649	AMSAN
Registration Number:	2942331	AMSAN
Registration Number:	3844961	AMSAN
Registration Number:	3505004	BARNETT
Registration Number:	3504990	BARNETT
Registration Number:	0439361	BLUE SPOT
Registration Number:	0224528	EASY-TITE
Registration Number:	3442774	ENDURANCE 2000 SERIES
Registration Number:	3544984	GARRISON

TRADEMARK

CH \$3190.00 3910668

Registration Number:	3623550	GARRISON
Registration Number:	2310694	HARDWAREEXPRESS
Registration Number:	1702822	HOMESAVER
Registration Number:	2323254	HOMESAVER
Registration Number:	2317422	LEGEND
Registration Number:	2327939	MAINTENANCE USA
Registration Number:	2007761	PROPLUS
Registration Number:	0538820	SEXAUER
Registration Number:	0558236	SEXAUER
Registration Number:	1134409	SEXAUER
Registration Number:	1135759	SEXAUER
Registration Number:	1135402	SEXAUER
Registration Number:	1137747	SEXAUER
Registration Number:	1142351	SEXAUER
Registration Number:	1148671	SEXAUER
Registration Number:	0289929	HANDY ANDY
Registration Number:	3985227	HARDWARE EXPRESS
Registration Number:	3910664	AF LIGHTING
Registration Number:	3903952	AF LIGHTING
Serial Number:	85555074	ALL FIT
Serial Number:	85554953	ALL FIT
Serial Number:	85555177	ALL FIT
Serial Number:	85556401	ALL FIT
Registration Number:	2464679	AMSAN
Registration Number:	2565493	AMSAN
Registration Number:	3076262	AMSAN
Registration Number:	3844956	AMSAN
Registration Number:	3308414	AMSAN E-ACCESS
Registration Number:	3162068	AMSAN UNIVERSITY
Registration Number:	2308782	BALA
Registration Number:	3470979	BARNETT
Registration Number:	3479540	BARNETT
Registration Number:	1947684	BIG DUTY DEADBOLT
Registration Number:	0765650	BIG JERRY
Registration Number:	0958856	BLUE SPOT

	3480660	BRIDGE LIGHTING
Registration Number:	0959791	BULL DOG
Registration Number:	2472992	C2 LABORATORIES
Serial Number:	85598355	CALIBER
Registration Number:	3732623	CASTAWAY
Registration Number:	3971266	CASTOFF
Registration Number:	2282778	CLEAN SOURCE
Registration Number:	2368001	CLEAN SOURCE
Registration Number:	2270441	CLEAN SOURCE
Registration Number:	2122234	CLEANSOURCE
Registration Number:	3980578	COPPERFIELD
Registration Number:	1583068	COPPERFIELD
Registration Number:	3643089	EAGLE MAINTENANCE SUPPLY
Registration Number:	0891583	EASY-TITE
Registration Number:	1048507	EASY-WRAP
Serial Number:	77401822	ECOSOURCE
Registration Number:	3442742	ENDURANCE 2000
Registration Number:	3544986	GARRISON
Registration Number:	3623499	GARRISON
Registration Number:	2984849	GELCO
Registration Number:	2228253	GET IT ALL WITH ONE CALL
Registration Number:	1768359	GSI
Registration Number:	0288175	HANDY ANDY
Registration Number:	3985213	HARDWARE EXPRESS
Registration Number:	1740848	HOMESAVER
Registration Number:	2328111	HOMESAVER
Registration Number:	3859155	HORSEPOWER
Registration Number:	2759591	INTERLINE
Registration Number:	3448685	INTERLINE BRANDS
Registration Number:	1539892	LIME TAMER
Registration Number:	2258587	LIQUI-ZYME
Registration Number:	2947569	LOCK-TOP
Registration Number:	2984827	LYEMANCE
Registration Number:	3980581	MAINTENANCE USA
Serial Number:	77887295	MONUMENT

	2107994	NATURE - GREEN
Registration Number:	1917954	NEO-TITE
Registration Number:	3224101	PREFERRED INDUSTRIES
Registration Number:	2215678	PREMIER
Registration Number:	3250866	PREMIER
Registration Number:	2945744	PREMIERPLUS
Registration Number:	2651741	PROFESSIONAL SOLUTIONS
Registration Number:	3372877	PROFORMA
Registration Number:	3394840	PROFORMA
Registration Number:	3978479	PROPLUS
Registration Number:	3716189	PROPLUS
Registration Number:	3814996	PROPLUS
Registration Number:	3118706	RENOVATIONSPLUS
Registration Number:	3150579	RENOWN
Registration Number:	3158841	RENOWN
Serial Number:	85447971	RIPTIDE
Registration Number:	3573601	SECURITY BOW
Registration Number:	3917233	SEXAUER
Registration Number:	0533533	SEXAUER
Registration Number:	0536341	SEXAUER
Registration Number:	0848767	SEXAUER
Registration Number:	0880136	SEXAUER
Registration Number:	2197011	SEXAUER
Registration Number:	0980821	SURE-GRIP
Registration Number:	3826390	TKO
Registration Number:	3917267	TRAYCO
Registration Number:	2473132	TRAYCO
Registration Number:	3917270	TRAYCO
Registration Number:	1163405	U. S. LOCK
Registration Number:	3992289	U.S. LOCK
Registration Number:	0817247	VISIBLE STOCK CONTROL
Registration Number:	3298445	WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS!
Registration Number:	3904235	WILMAR
Registration Number:	2072965	WILMAR

Registration Number:	3907454	WILMAR
Registration Number:	3909893	WOODFIELD
Registration Number:	3814074	WOODFIELD
Registration Number:	3814137	WOODFIELD
Registration Number:	3847356	WOODFIELD
Serial Number:	85474319	HOMEPARTS.COM
Serial Number:	85474331	HOMEPARTS.COM YOUR HOME IS THE SUM OF ITS PARTS.
Registration Number:	4176749	INTERLINEMRO
Registration Number:	4176842	INTERLINEMRO MORE PRODUCTS. RELIABLE SOLUTIONS. ONE PARTNER.

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	354296
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/21/2012

Total Attachments: 18

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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):

Interline Brands, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal

Address: _____

Street Address: 300 Galleria Parkway, Suite 800

City: Atlanta

State: Georgia

Country: USA Zip: 30339

- Association Citizenship national banking - US
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ 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)

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

Execution Date(s) September 7, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

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 attached (3910668, 3903964, 3916874, et al....)

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: Julie H. Cooper

Internal Address: Vinson & Elkins LLP

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

127

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 3,190.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

9/18/2012

Date

Julie H. Cooper


















Name of Person Signing

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

18








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

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
	U.S. Federal	3910668	01/25/2011	Interline Brands, Inc.	Registered
	U.S. Federal	3903964	01/11/2011	Interline Brands, Inc.	Registered
	U.S. Federal	3916874	02/08/2011	Interline Brands, Inc.	Registered
	U.S. Federal	3988478	07/05/2011	Interline Brands, Inc.	Registered
	U.S. Federal	2369493	07/18/2000	Interline Brands, Inc.	Registered
	U.S. Federal	2541649	02/19/2002	Interline Brands, Inc.	Registered
	U.S. Federal	2942331	04/19/2005	Interline Brands, Inc.	Registered
	U.S. Federal	3844961	09/07/2010	Interline Brands, Inc.	Registered
	U.S. Federal	3505004	09/23/2008	Interline Brands, Inc.	Registered
	U.S. Federal	3504990	09/23/2008	Interline Brands, Inc.	Registered
	U.S. Federal	0439361	06/22/1948	Interline Brands, Inc.	Registered
	U.S. Federal	0224528	03/01/1927	Interline Brands, Inc.	Registered
	U.S. Federal	3442774	06/03/2008	Interline Brands, Inc.	Registered
	U.S. Federal	3544984	12/09/2008	Interline Brands, Inc.	Registered
	U.S. Federal	3623550	05/19/2009	Interline Brands, Inc.	Registered
	U.S. Federal	2310694	01/25/2000	Interline Brands, Inc.	Registered
	U.S. Federal	1702822	07/28/1992	Interline Brands, Inc.	Registered

Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 004862 FRAME: 0855

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
 HOME SAVER	U.S. Federal	2323254	02/29/2000	Interline Brands, Inc.	Registered
LEGEND	U.S. Federal	2317422	02/15/2000	Interline Brands, Inc.	Registered
Maintenance USA	U.S. Federal	2327939	03/14/2000	Interline Brands, Inc.	Registered
PROPLUS	U.S. Federal	2007761	10/15/1996	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0538820	03/06/1951	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0558236	04/29/1952	Interline Brands, Inc.	Registered
	U.S. Federal	1134409	05/06/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1135759	05/20/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1135402	05/20/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1137747	07/15/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1142351	12/09/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1148671	03/24/1981	Interline Brands, Inc.	Registered
HANDY ANDY	U.S. Federal	0289929	12/15/1931	Interline Brands, Inc.	Registered
HardwareExpress	U.S. Federal	3985227	06/28/2011	Interline Brands, Inc.	Registered
AF LIGHTING	U.S. Federal	3910664	01/25/2011	Interline Brands, Inc.	Registered
AF LIGHTING	U.S. Federal	3903952	01/11/2011	Interline Brands, Inc.	Registered
ALL FIT	U.S. Federal	(85555074)	(02/28/2012)	Interline Brands, Inc.	Pending
ALL FIT	U.S. Federal	(85554953)	(02/28/2012)	Interline Brands, Inc.	Pending
ALL FIT	U.S. Federal	(85555177)	(02/28/2012)	Interline Brands, Inc.	Pending
ALL FIT	U.S. Federal	(85556401)	(02/29/2012)	Interline Brands, Inc.	Pending
AMSAN	U.S. Federal	2464679	06/26/2001	Interline Brands, Inc.	Registered
AMSAN	U.S. Federal	2565493	04/30/2002	Interline Brands, Inc.	Registered
AMSAN	U.S. Federal	3076262	04/04/2006	Interline Brands, Inc.	Registered
AMSAN	U.S. Federal	3844956	09/07/2010	Interline Brands, Inc.	Registered
AMSAN E-ACCESS	U.S. Federal	3308414	10/09/2007	Interline Brands, Inc.	Registered

Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 004862 FRAME: 0856

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
AMSAN UNIVERSITY	U.S. Federal	3162068	10/24/2006	Interline Brands, Inc.	Registered
BALA	U.S. Federal	2308782	01/18/2000	Interline Brands, Inc.	Registered
BARNETT	U.S. Federal	3470979	07/22/2008	Interline Brands, Inc.	Registered
BARNETT	U.S. Federal	3479540	08/05/2008	Interline Brands, Inc.	Registered
BIG DUTY DEADBOLT	U.S. Federal	1947684	01/09/1996	Interline Brands, Inc.	Registered
BIG JERRY	U.S. Federal	0765650	02/25/1964	Interline Brands, Inc.	Registered
BLUE SPOT	U.S. Federal	0958856	05/15/1973	Interline Brands, Inc.	Registered
BRIDGE LIGHTING	U.S. Federal	3480660	08/05/2008	Interline Brands, Inc.	Registered
BULL DOG	U.S. Federal	0959791	05/29/1973	Interline Brands, Inc.	Registered
C2 LABORATORIES	U.S. Federal	2472992	07/31/2001	Interline Brands, Inc.	Registered
CALIBER	U.S. Federal	(85598355)	(04/16/2012)	Interline Brands, Inc.	Pending
CASTAWAY	U.S. Federal	3732623	12/29/2009	Interline Brands, Inc.	Registered
CASTOFF	U.S. Federal	3971266	05/31/2011	Interline Brands, Inc.	Registered
CLEAN SOURCE	U.S. Federal	2282778	10/05/1999	Interline Brands, Inc.	Registered
CLEAN SOURCE	U.S. Federal	2368001	07/18/2000	Interline Brands, Inc.	Registered
CLEAN SOURCE and design	U.S. Federal	2270441	08/17/1999	Interline Brands, Inc.	Registered
CLEANSOURCE	U.S. Federal	2122234	12/16/1997	Interline Brands, Inc.	Registered
COPPERFIELD	U.S. Federal	3980578	06/21/2011	Interline Brands, Inc.	Registered
COPPERFIELD	U.S. Federal	1583068	02/13/1990	Interline Brands, Inc.	Registered
EAGLE MAINTENANCE SUPPLY	U.S. Federal	3,643,089	06/23/2009	Interline Brands, Inc.	Registered
EASY-TITE	U.S. Federal	0891583	05/26/1970	Interline Brands, Inc.	Registered
EASY-WRAP	U.S. Federal	1048507	09/21/1976	Interline Brands, Inc.	Registered
ECOSOURCE	U.S. Federal	(77401822)	(02/20/2008)	Interline Brands, Inc.	Pending
ENDURANCE 2000	U.S. Federal	3442742	06/03/2008	Interline Brands, Inc.	Registered
GARRISON	U.S. Federal	3544986	12/09/2008	Interline Brands, Inc.	Registered
GARRISON	U.S. Federal	3623499	05/19/2009	Interline Brands, Inc.	Registered
GELCO	U.S. Federal	2984849	08/16/2005	Interline Brands, Inc.	Registered
GET IT ALL WITH ONE CALL	U.S. Federal	2228253	03/02/1999	Interline Brands, Inc.	Registered
GSI	U.S. Federal	1768359	05/04/1993	Interline Brands, Inc.	Registered
HANDY ANDY	U.S. Federal	0288175	10/20/1931	Interline Brands, Inc.	Registered
HARDWARE EXPRESS	U.S. Federal	3985213	06/28/2011	Interline Brands, Inc.	Registered
HOMESAVER	U.S. Federal	1740848	12/22/1992	Interline Brands, Inc.	Registered
HOMESAVER	U.S. Federal	2328111	03/14/2000	Interline Brands, Inc.	Registered
HORSEPOWER	U.S. Federal	3859155	10/12/2010	Interline Brands, Inc.	Registered
INTERLINE	U.S. Federal	2759591	09/02/2003	Interline Brands, Inc.	Registered
INTERLINE BRANDS	U.S. Federal	3448685	06/17/2008	Interline Brands, Inc.	Registered
LIME TAMER	U.S. Federal	1539892	05/23/1989	Interline Brands, Inc.	Registered
LIQUI-ZYME	U.S. Federal	2258587	07/06/1999	Interline Brands, Inc.	Registered




Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 004862 FRAME: 0857

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
LOCK-TOP	U.S. Federal	2947569	05/10/2005	Interline Brands, Inc.	Registered
LYEMANCE	U.S. Federal	2984827	08/16/2005	Interline Brands, Inc.	Registered
MAINTENANCE USA	U.S. Federal	3980581	06/21/2011	Interline Brands, Inc.	Registered
MONUMENT	U.S. Federal	(77887295)	(12/07/2009)	Interline Brands, Inc.	Pending
NATURE - GREEN	U.S. Federal	2107994	10/21/1997	Interline Brands, Inc.	Registered
NEO-TITE	U.S. Federal	1917954	09/12/1995	Interline Brands, Inc.	Registered
PREFERRED INDUSTRIES	U.S. Federal	3224101	04/03/2007	Interline Brands, Inc.	Registered
PREMIER	U.S. Federal	2215678	01/05/1999	Interline Brands, Inc.	Registered
PREMIER	U.S. Federal	3250866	06/12/2007	Interline Brands, Inc.	Registered
PREMIERPLUS	U.S. Federal	2945744	05/03/2005	Interline Brands, Inc.	Registered
PROFESSIONAL SOLUTIONS	U.S. Federal	2651741	11/19/2002	Interline Brands, Inc.	Registered
PROFORMA	U.S. Federal	3372877	01/22/2008	Interline Brands, Inc.	Registered
PROFORMA	U.S. Federal	3394840	03/11/2008	Interline Brands, Inc.	Registered
PROPLUS	U.S. Federal	3978479	06/14/2011	Interline Brands, Inc.	Registered
PROPLUS	U.S. Federal	3716189	11/24/2009	Interline Brands, Inc.	Registered
PROPLUS	U.S. Federal	3814996	07/06/2010	Interline Brands, Inc.	Registered
RENOVATIONSPLUS	U.S. Federal	3118706	07/25/2006	Interline Brands, Inc.	Registered
RENOWN	U.S. Federal	3150579	10/03/2006	Interline Brands, Inc.	Registered
RENOWN	U.S. Federal	3158841	10/17/2006	Interline Brands, Inc.	Registered
RIPTIDE	U.S. Federal	(85447971)	(10/14/2011)	Interline Brands, Inc.	Pending
SECURITY BOW	U.S. Federal	3573601	02/10/2009	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	3917233	02/08/2011	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0533533	11/21/1950	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0536341	01/16/1951	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0848767	05/07/1968	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0880136	11/04/1969	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	2197011	10/20/1998	Interline Brands, Inc.	Registered
SURE-GRIP	U.S. Federal	0980821	03/26/1974	Interline Brands, Inc.	Registered
TKO	U.S. Federal	3826390	07/27/2010	Interline Brands, Inc.	Registered
TRAYCO	U.S. Federal	3917267	02/08/2011	Interline Brands, Inc.	Registered
TRAYCO	U.S. Federal	2473132	07/31/2001	Interline Brands, Inc.	Registered
TRAYCO logo	U.S. Federal	3917270	02/08/2011	Interline Brands, Inc.	Registered
U. S. LOCK	U.S. Federal	1163405	08/04/1981	Interline Brands, Inc.	Registered
U.S. LOCK	U.S. Federal	3992289	07/12/2011	Interline Brands, Inc.	Registered
VISIBLE STOCK CONTROL	U.S. Federal	0817247	10/25/1966	Interline Brands, Inc.	Registered
WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS!	U.S. Federal	3298445	09/25/2007	Interline Brands, Inc.	Registered

Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 004862 FRAME: 0858

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
WILMAR	U.S. Federal	3904235	01/11/2011	Interline Brands, Inc.	Registered
WILMAR	U.S. Federal	2072965	06/24/1997	Interline Brands, Inc.	Registered
WILMAR (stylized)	U.S. Federal	3907454	01/18/2011	Interline Brands, Inc.	Registered
WOODFIELD	U.S. Federal	3909893	01/25/2011	Interline Brands, Inc.	Registered
WOODFIELD	U.S. Federal	3814074	07/06/2010	Interline Brands, Inc.	Registered
WOODFIELD	U.S. Federal	3814137	07/06/2010	Interline Brands, Inc.	Registered
WOODFIELD	U.S. Federal	3847356	09/14/2010	Interline Brands, Inc.	Registered
	U.S. Federal	(85474319)	(11/16/2011)	Interline Brands, Inc.	Pending
	U.S. Federal	(85474331)	(11/16/2011)	Interline Brands, Inc.	Pending
InterlineMRO	U.S. Federal	4176749	07/17/2012	Interline Brands, Inc.	Registered
	U.S. Federal	4176842	07/17/2012	Interline Brands, Inc.	Registered

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, supplemented or modified from time to time, this "Agreement") is entered into as of September 7, 2012 by and among Interline Brands, Inc., a New Jersey corporation located at 701 San Marco Boulevard, Jacksonville, Florida 32207 ("Grantor"), and Bank of America, N.A., a national banking association located at 300 Galleria Parkway, Suite 800 Atlanta, Georgia 30339, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for itself and the other Secured Parties (as defined in the Security Agreement referred to below) in connection with the Credit Agreement referred to below.

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 7, 2012 (as it may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"), by and among Grantor, Interline Brands, Inc., a Delaware corporation ("Holdings"), each subsidiary of Grantor listed as a "Borrower" on the signature pages thereto or that subsequently joins as a "Borrower", each entity listed as a "Loan Party" and a "Loan Guarantor" on the signature pages thereto or that subsequently joins as a "Loan Guarantor", the Administrative Agent, and the Lenders from time to time party thereto, the Lenders have agreed to extend credit to the Borrowers on the terms and conditions specified therein;

WHEREAS, in accordance with the requirements of the Credit Agreement and in consideration of the credit extended by the Lenders to the Borrowers, including Grantor, Holdings and certain subsidiaries of Grantor have executed and delivered that certain Pledge and Security Agreement dated as of September 7, 2012 (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties, pursuant to which Grantor pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all of its Collateral, including the Trademark Collateral (as defined below), in each case whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located, to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for valuable consideration hereby acknowledged, Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest.

Grantor hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in and Lien upon all of Grantor's right, title and interest in, to and under the following property, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade name or derivations thereof) and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), and the registrations and applications for registration thereof including, but not limited to, U.S. registered trademarks and service marks and U.S. trademarks and service marks applications, set forth on Schedule I hereto;

(b) all goodwill of the business connected with the use of and symbolized by the foregoing;

(c) all renewals of the foregoing;

(d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages, claims and payments for past, present and future infringements thereof;

(e) all rights to sue for past, present and future infringements of the foregoing, including, without limitation, all rights to settle suits involving claims and demands for royalties owing;

(f) all rights corresponding to any of the foregoing throughout the world;

(g) (i) all licensing agreements, consents to use, covenants not to sue or similar arrangements in and to any trademarks, (ii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including without limitation, damages and payments for past, present and future breaches thereof, and (iii) all rights to sue for past, present and future breaches thereof; and

(h) all accessions to, substitutions for and replacements, products, and cash and non-cash proceeds of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations. Notwithstanding the foregoing, the Trademark Collateral shall not include any trademark application filed in the USPTO on the basis of Grantor's intent-to-use such trademark prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and only for so long as, the granting by Grantor of a security interest therein would result in the loss by Grantor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law.

Section 3. Security Agreement.

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Administrative Agent shall determine, in its discretion, which terms shall control.

Section 4. Release.

The Liens granted hereunder shall terminate concomitantly with the Liens granted under the Security Agreement in accordance with its terms.

Section 5. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any Trademark Collateral currently owned by Grantor or any Trademark Collateral acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which Grantor no longer has or claims any right, title or interest.

Section 6. CHOICE OF LAW.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO THE FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

Section 7. Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including portable document format (“.pdf”) or similar format) shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

INTERLINE BRANDS, INC., a New Jersey
corporation

By: 

Name: John A. Ebner

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

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

By: _____

Name: John M. Olsen

Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 004862 FRAME: 0863

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

INTERLINE BRANDS, INC., a New Jersey corporation

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

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

By: 
Name: John M. Olsen
Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004862 FRAME: 0864

ACKNOWLEDGEMENT OF GRANTOR

STATE OF FLORIDA)
) ss.
COUNTY OF DUVAL)

On this 5th day of September, 2012 before me personally appeared John A. Ebner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Interline Brands, Inc., a New Jersey corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Vickie L. Coughlin
NOTARY PUBLIC, State of Florida
My Commission Expires: 11-20-13

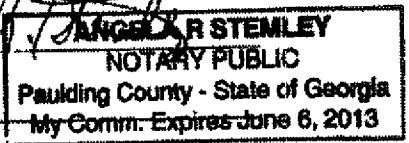
NOTARY PUBLIC-STATE OF FLORIDA
Vickie L. Coughlin
Commission #DD937767
Expires: NOV. 20, 2013
BONDED THROUGH ATLANTIC BONDING CO., INC.

Signature Page to Trademark Security Agreement


















ACKNOWLEDGEMENT OF ADMINISTRATIVE AGENT

STATE OF GEORGIA)
) ss.
COUNTY OF COBB)

On this 31st day of August, 2012 before me personally appeared John M. Olsen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bank of America, N.A., a national banking association, who being by me duly sworn did depose and say that he is an authorized officer of said bank, that the said instrument was signed on behalf of said bank as authorized by its bylaws or a resolution of its Board of Directors and that he acknowledged said instrument to be the free act and deed of said bank.




Notary Public *Angela R. Stemley* 
My Commission Expires: _____

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
	U.S. Federal	3910668	01/25/2011	Interline Brands, Inc.	Registered
	U.S. Federal	3903964	01/11/2011	Interline Brands, Inc.	Registered
	U.S. Federal	3916874	02/08/2011	Interline Brands, Inc.	Registered
	U.S. Federal	3988478	07/05/2011	Interline Brands, Inc.	Registered
	U.S. Federal	2369493	07/18/2000	Interline Brands, Inc.	Registered
	U.S. Federal	2541649	02/19/2002	Interline Brands, Inc.	Registered
	U.S. Federal	2942331	04/19/2005	Interline Brands, Inc.	Registered
	U.S. Federal	3844961	09/07/2010	Interline Brands, Inc.	Registered
	U.S. Federal	3505004	09/23/2008	Interline Brands, Inc.	Registered
	U.S. Federal	3504990	09/23/2008	Interline Brands, Inc.	Registered
	U.S. Federal	0439361	06/22/1948	Interline Brands, Inc.	Registered
	U.S. Federal	0224528	03/01/1927	Interline Brands, Inc.	Registered
	U.S. Federal	3442774	06/03/2008	Interline Brands, Inc.	Registered
	U.S. Federal	3544984	12/09/2008	Interline Brands, Inc.	Registered
	U.S. Federal	3623550	05/19/2009	Interline Brands, Inc.	Registered
	U.S. Federal	2310694	01/25/2000	Interline Brands, Inc.	Registered
	U.S. Federal	1702822	07/28/1992	Interline Brands, Inc.	Registered

Schedule I to Trademark Security Agreement

**TRADEMARK
REEL: 004862 FRAME: 0867**

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
 HOMESAVER	U.S. Federal	2323254	02/29/2000	Interline Brands, Inc.	Registered
LEGEND	U.S. Federal	2317422	02/15/2000	Interline Brands, Inc.	Registered
Maintenance USA	U.S. Federal	2327939	03/14/2000	Interline Brands, Inc.	Registered
PROPLUS	U.S. Federal	2007761	10/15/1996	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0538820	03/06/1951	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0558236	04/29/1952	Interline Brands, Inc.	Registered
	U.S. Federal	1134409	05/06/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1135759	05/20/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1135402	05/20/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1137747	07/15/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1142351	12/09/1980	Interline Brands, Inc.	Registered
	U.S. Federal	1148671	03/24/1981	Interline Brands, Inc.	Registered
HANDY ANDY	U.S. Federal	0289929	12/15/1931	Interline Brands, Inc.	Registered
HardwareExpress	U.S. Federal	3985227	06/28/2011	Interline Brands, Inc.	Registered
AF LIGHTING	U.S. Federal	3910664	01/25/2011	Interline Brands, Inc.	Registered
AF LIGHTING	U.S. Federal	3903952	01/11/2011	Interline Brands, Inc.	Registered
ALL FIT	U.S. Federal	(85555074)	(02/28/2012)	Interline Brands, Inc.	Pending
ALL FIT	U.S. Federal	(85554953)	(02/28/2012)	Interline Brands, Inc.	Pending
ALL FIT	U.S. Federal	(85555177)	(02/28/2012)	Interline Brands, Inc.	Pending
ALL FIT	U.S. Federal	(85556401)	(02/29/2012)	Interline Brands, Inc.	Pending
AMSAN	U.S. Federal	2464679	06/26/2001	Interline Brands, Inc.	Registered
AMSAN	U.S. Federal	2565493	04/30/2002	Interline Brands, Inc.	Registered
AMSAN	U.S. Federal	3076262	04/04/2006	Interline Brands, Inc.	Registered
AMSAN	U.S. Federal	3844956	09/07/2010	Interline Brands, Inc.	Registered
AMSAN E-ACCESS	U.S. Federal	3308414	10/09/2007	Interline Brands, Inc.	Registered

Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 004862 FRAME: 0868

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
AMSAN UNIVERSITY	U.S. Federal	3162068	10/24/2006	Interline Brands, Inc.	Registered
BALA	U.S. Federal	2308782	01/18/2000	Interline Brands, Inc.	Registered
BARNETT	U.S. Federal	3470979	07/22/2008	Interline Brands, Inc.	Registered
BARNETT	U.S. Federal	3479540	08/05/2008	Interline Brands, Inc.	Registered
BIG DUTY DEADBOLT	U.S. Federal	1947684	01/09/1996	Interline Brands, Inc.	Registered
BIG JERRY	U.S. Federal	0765650	02/25/1964	Interline Brands, Inc.	Registered
BLUE SPOT	U.S. Federal	0958856	05/15/1973	Interline Brands, Inc.	Registered
BRIDGE LIGHTING	U.S. Federal	3480660	08/05/2008	Interline Brands, Inc.	Registered
BULL DOG	U.S. Federal	0959791	05/29/1973	Interline Brands, Inc.	Registered
C2 LABORATORIES	U.S. Federal	2472992	07/31/2001	Interline Brands, Inc.	Registered
CALIBER	U.S. Federal	(85598355)	(04/16/2012)	Interline Brands, Inc.	Pending
CASTAWAY	U.S. Federal	3732623	12/29/2009	Interline Brands, Inc.	Registered
CASTOFF	U.S. Federal	3971266	05/31/2011	Interline Brands, Inc.	Registered
CLEAN SOURCE	U.S. Federal	2282778	10/05/1999	Interline Brands, Inc.	Registered
CLEAN SOURCE	U.S. Federal	2368001	07/18/2000	Interline Brands, Inc.	Registered
CLEAN SOURCE and design	U.S. Federal	2270441	08/17/1999	Interline Brands, Inc.	Registered
CLEANSOURCE	U.S. Federal	2122234	12/16/1997	Interline Brands, Inc.	Registered
COPPERFIELD	U.S. Federal	3980578	06/21/2011	Interline Brands, Inc.	Registered
COPPERFIELD	U.S. Federal	1583068	02/13/1990	Interline Brands, Inc.	Registered
EAGLE MAINTENANCE SUPPLY	U.S. Federal	3,643,089	06/23/2009	Interline Brands, Inc.	Registered
EASY-TITE	U.S. Federal	0891583	05/26/1970	Interline Brands, Inc.	Registered
EASY-WRAP	U.S. Federal	1048507	09/21/1976	Interline Brands, Inc.	Registered
ECOSOURCE	U.S. Federal	(77401822)	(02/20/2008)	Interline Brands, Inc.	Pending
ENDURANCE 2000	U.S. Federal	3442742	06/03/2008	Interline Brands, Inc.	Registered
GARRISON	U.S. Federal	3544986	12/09/2008	Interline Brands, Inc.	Registered
GARRISON	U.S. Federal	3623499	05/19/2009	Interline Brands, Inc.	Registered
GELCO	U.S. Federal	2984849	08/16/2005	Interline Brands, Inc.	Registered
GET IT ALL WITH ONE CALL	U.S. Federal	2228253	03/02/1999	Interline Brands, Inc.	Registered
GSI	U.S. Federal	1768359	05/04/1993	Interline Brands, Inc.	Registered
HANDY ANDY	U.S. Federal	0288175	10/20/1931	Interline Brands, Inc.	Registered
HARDWARE EXPRESS	U.S. Federal	3985213	06/28/2011	Interline Brands, Inc.	Registered
HOMESAVER	U.S. Federal	1740848	12/22/1992	Interline Brands, Inc.	Registered
HOMESAVER	U.S. Federal	2328111	03/14/2000	Interline Brands, Inc.	Registered
HORSEPOWER	U.S. Federal	3859155	10/12/2010	Interline Brands, Inc.	Registered
INTERLINE	U.S. Federal	2759591	09/02/2003	Interline Brands, Inc.	Registered
INTERLINE BRANDS	U.S. Federal	3448685	06/17/2008	Interline Brands, Inc.	Registered
LIME TAMER	U.S. Federal	1539892	05/23/1989	Interline Brands, Inc.	Registered
LIQUI-ZYME	U.S. Federal	2258587	07/06/1999	Interline Brands, Inc.	Registered




Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 004862 FRAME: 0869

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (Filed)	Owner	Status - Liens
LOCK-TOP	U.S. Federal	2947569	05/10/2005	Interline Brands, Inc.	Registered
LYEMANCE	U.S. Federal	2984827	08/16/2005	Interline Brands, Inc.	Registered
MAINTENANCE USA	U.S. Federal	3980581	06/21/2011	Interline Brands, Inc.	Registered
MONUMENT	U.S. Federal	(77887295)	(12/07/2009)	Interline Brands, Inc.	Pending
NATURE - GREEN	U.S. Federal	2107994	10/21/1997	Interline Brands, Inc.	Registered
NEO-TITE	U.S. Federal	1917954	09/12/1995	Interline Brands, Inc.	Registered
PREFERRED INDUSTRIES	U.S. Federal	3224101	04/03/2007	Interline Brands, Inc.	Registered
PREMIER	U.S. Federal	2215678	01/05/1999	Interline Brands, Inc.	Registered
PREMIER	U.S. Federal	3250866	06/12/2007	Interline Brands, Inc.	Registered
PREMIERPLUS	U.S. Federal	2945744	05/03/2005	Interline Brands, Inc.	Registered
PROFESSIONAL SOLUTIONS	U.S. Federal	2651741	11/19/2002	Interline Brands, Inc.	Registered
PROFORMA	U.S. Federal	3372877	01/22/2008	Interline Brands, Inc.	Registered
PROFORMA	U.S. Federal	3394840	03/11/2008	Interline Brands, Inc.	Registered
PROPLUS	U.S. Federal	3978479	06/14/2011	Interline Brands, Inc.	Registered
PROPLUS	U.S. Federal	3716189	11/24/2009	Interline Brands, Inc.	Registered
PROPLUS	U.S. Federal	3814996	07/06/2010	Interline Brands, Inc.	Registered
RENOVATIONSPLUS	U.S. Federal	3118706	07/25/2006	Interline Brands, Inc.	Registered
RENOWN	U.S. Federal	3150579	10/03/2006	Interline Brands, Inc.	Registered
RENOWN	U.S. Federal	3158841	10/17/2006	Interline Brands, Inc.	Registered
RIPTIDE	U.S. Federal	(85447971)	(10/14/2011)	Interline Brands, Inc.	Pending
SECURITY BOW	U.S. Federal	3573601	02/10/2009	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	3917233	02/08/2011	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0533533	11/21/1950	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0536341	01/16/1951	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0848767	05/07/1968	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	0880136	11/04/1969	Interline Brands, Inc.	Registered
SEXAUER	U.S. Federal	2197011	10/20/1998	Interline Brands, Inc.	Registered
SURE-GRIP	U.S. Federal	0980821	03/26/1974	Interline Brands, Inc.	Registered
TKO	U.S. Federal	3826390	07/27/2010	Interline Brands, Inc.	Registered
TRAYCO	U.S. Federal	3917267	02/08/2011	Interline Brands, Inc.	Registered
TRAYCO	U.S. Federal	2473132	07/31/2001	Interline Brands, Inc.	Registered
TRAYCO logo	U.S. Federal	3917270	02/08/2011	Interline Brands, Inc.	Registered
U. S. LOCK	U.S. Federal	1163405	08/04/1981	Interline Brands, Inc.	Registered
U.S. LOCK	U.S. Federal	3992289	07/12/2011	Interline Brands, Inc.	Registered
VISIBLE STOCK CONTROL	U.S. Federal	0817247	10/25/1966	Interline Brands, Inc.	Registered
WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS!	U.S. Federal	3298445	09/25/2007	Interline Brands, Inc.	Registered

Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 004862 FRAME: 0870

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (filed)	Owner	Status - Liens
WILMAR	U.S. Federal	3904235	01/11/2011	Interline Brands, Inc.	Registered
WILMAR	U.S. Federal	2072965	06/24/1997	Interline Brands, Inc.	Registered
WILMAR (stylized)	U.S. Federal	3907454	01/18/2011	Interline Brands, Inc.	Registered
WOODFIELD	U.S. Federal	3909893	01/25/2011	Interline Brands, Inc.	Registered
WOODFIELD	U.S. Federal	3814074	07/06/2010	Interline Brands, Inc.	Registered
WOODFIELD	U.S. Federal	3814137	07/06/2010	Interline Brands, Inc.	Registered
WOODFIELD	U.S. Federal	3847356	09/14/2010	Interline Brands, Inc.	Registered
	U.S. Federal	(85474319)	(11/16/2011)	Interline Brands, Inc.	Pending
	U.S. Federal	(85474331)	(11/16/2011)	Interline Brands, Inc.	Pending
InterlineMRO	U.S. Federal	4176749	07/17/2012	Interline Brands, Inc.	Registered
	U.S. Federal	4176842	07/17/2012	Interline Brands, Inc.	Registered

Schedule I to Trademark Security Agreement