

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Termination and Release of Security Interest in Trademarks		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/01/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HDS IP Holding, LLC		
Street Address:	3100 Cumberland Blvd., Suite 1700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3665886	LOCAL SERVICE, NATIONWIDE	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Brett M. Novick, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Brett M. Novick		
SIGNATURE:	/Brett Novick/		
DATE SIGNED:	08/01/2017		
Total Attachments: 4			
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TERM TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERM TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of August 1, 2017, from Bank of America, N.A., in its capacity as administrative agent and collateral agent (the "Agent") for the banks and other financial institutions that are parties to the Term Loan Credit Agreement, 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 "Term Loan Credit Agreement"), among HD Supply, Inc., a Delaware corporation, the Agent, as administrative agent and collateral agent and the other parties thereto, to HDS IP Holding, LLC (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Term Loan Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of April 12, 2012, as amended, amended and restated, waived, supplemented or otherwise modified from time to time (the "Term Loan Collateral Agreement"), made by HD Supply, Inc. and certain of its subsidiaries in favor of the Agent, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of the Grantor's Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, in connection with the Term Loan Collateral Agreement, the Grantor and the Agent entered into a certain Term Notice and Confirmations of Grant of Security Interest in Trademarks, which was recorded in the Trademark Division of the United States Patent and Trademark Office on April 12, 2012 at Reel/Frame 004755/0623; and

WHEREAS, pursuant to the representations and certifications made under that certain Letter, dated August 1, 2017, by HD Supply, Inc. to the Agent referencing the transactions contemplated under that certain Purchase Agreement, dated July 14, 2017, by and among HD Supply, Inc., HD Supply Holdings, LLC, HD Supply GP & Management, Inc., HD Supply Waterworks Group, Inc., HD Supply Waterworks, Ltd., CD&R Plumb Buyer, LLC and the rest of the parties to the Purchase Agreement, the Grantor requests the Agent to terminate and release its Security Interest in certain Trademarks of the Grantor and Proceeds and products of such Trademarks.

NOW, THEREFORE, for good and valuable consideration, 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. Termination and Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges its Security Interest in the Trademarks of the Grantor listed on Schedule A hereto and Proceeds and products of such Trademarks (the "Released Collateral"), and any right, title or interest of the Agent in such Released Collateral shall hereby cease and become void.

2. Limitation. This Termination and Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under Term Loan Collateral Agreement or Term Notice and Confirmations of Grant of Security Interest in Trademarks. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Term Loan Collateral Agreement or Term Notice and Confirmations of Grant of Security Interest in Trademarks with respect to all such other collateral (the "Retained Collateral"), and the Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Termination and Release.

3. Further Assurances. The Agent agrees to duly execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request in writing, all at the Grantor's sole cost and expense, for the purpose of obtaining the release of the Security Interest contemplated under this Termination and Release.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

* * *

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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.

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

By: *Priscilla Baker*
Name: *Priscilla Baker*
Title: *Assistant Vice President*

[SIGNATURE PAGE – TERM TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS]

TRADEMARK
REEL: 006119 FRAME: 0471

SCHEDULE A

TRADEMARKS

HDS IP Holding, LLC

TRADEMARK	Status	Ser. No./Reg. No.	App. Date/Reg. Date
LOCAL SERVICE NATIONWIDE	Registered	RN: 3,665,886	8/11/2009