

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. H. Harris & Sons, LLC f/k/a A. H. Harris & Sons, Incorporated		03/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 South Tryon Street, 15th Floor		
Internal Address:	NC1-002-15-36		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3407258	JUST ONE CALL	
Registration Number:	3393434	JUST ONE CALL	
Registration Number:	2340406	AHH HARRIS	
Registration Number:	4858549	HARRIS 1500	
Registration Number:	4858548	HARRIS 1500	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$140.00 3407258

DATE SIGNED:	03/06/2018
---------------------	------------

Total Attachments: 5

source=HD Supply - Term Loan Grant Trademarks (executed)#page1.tif

source=HD Supply - Term Loan Grant Trademarks (executed)#page2.tif

source=HD Supply - Term Loan Grant Trademarks (executed)#page3.tif

source=HD Supply - Term Loan Grant Trademarks (executed)#page4.tif

source=HD Supply - Term Loan Grant Trademarks (executed)#page5.tif

**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 March 5, 2018, is made by the signatory hereto (the "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 by that certain First Amendment to Credit Agreement dated as of February 15, 2013, as further amended by that certain Second Amendment to Credit Agreement dated as of February 6, 2014, as further amended by that certain Incremental Agreement No. 1 dated as of August 13, 2015, as further amended by that certain Fourth Amendment to Credit Agreement dated as of October 14, 2016, and as further amended by that certain Fifth Amendment to Credit Agreement dated as of August 31, 2017 (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, for the benefit of the Secured Parties (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 Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the 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, the 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, as applicable.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the 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 the Grantor (including, without limitation, those items listed on Schedule A hereto under the 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 the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the 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 Grantor 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. The Grantor does hereby further acknowledges and affirms 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 date first above written.

A. H. HARRIS & SONS, LLC, f/k/a
A. H. HARRIS & SONS, INCORPORATED

By: 

Name: Evan J. Levitt
Title: Vice President

Grant of Security Interest in Trademarks

TRADEMARK
REEL: 006284 FRAME: 0782

Schedule A

Trademarks

A. H. Harris & Sons, LLC

TRADEMARK	Status	U.S. Reg. No. U.S. App No.	Filing Date/Reg. Date
JUST ONE CALL	Registered	78942797 3,407,258	Aug. 2, 2006 Apr. 1, 2008
JUST ONE CALL	Registered	78942812 3,393,434	Aug. 2, 2006 Mar. 4, 2008
AHH HARRIS and design	Registered	75592785 2,340,406	Nov. 20, 1998 Apr. 11, 2000
HARRIS 1500	Registered	86590413 4,858,549	Apr. 8, 2015 Nov. 24, 2015
HARRIS 1500	Registered	86590410 4,858,548	Apr. 8, 2015 Nov. 24, 2015

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):

A. H. Harris & Sons, LLC f/k/a A. H. Harris & Sons, Incorporated

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?

Name: Bank of America, N.A., as Collateral Agent

Street Address: 101 South Tryon Street, 15th Floor, NC1-002-15-36

City: Charlotte

State: NC

Country: USA Zip: 28255

Individual(s) Citizenship _____
 Association Citizenship USA
 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) March 5, 2018

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) _____ Text _____
 See Schedule A

B. Trademark Registration No.(s) _____
 See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 5

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

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature: Elaine Carrera March 6, 2018
 Signature Date

Elaine Carrera
 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 Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450