

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. H. Harris & Sons, LLC		03/05/2018	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking 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:	2127557306		
<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:	212.326.3716		
Email:	NYTEF@jonesday.com		
Correspondent Name:	Carine Artigas		
Address Line 1:	JONES DAY		
Address Line 2:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	254407-610006		
NAME OF SUBMITTER:	Carine Artigas		
SIGNATURE:	/Carine Artigas/		

CH \$140.00 3407258

DATE SIGNED:	03/06/2018
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Total Attachments: 4

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ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ABL 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 WELLS FARGO BANK, NATIONAL ASSOCIATION as successor to General Electric Company (successor-by-merger to General Electric Capital Corporation), as administrative agent and collateral agent for the banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement (in such capacities, respectively, the "Administrative Agent" and the "U.S. ABL Collateral Agent"), dated as of April 12, 2012, as amended by that certain Amendment No. 1 to ABL Credit Agreement dated as of June 28, 2013, as further amended by that certain Amendment No. 2 to ABL Credit Agreement dated as of September 18, 2015, and as further amended by that certain Amendment No. 3 to ABL Credit Agreement dated as of April 5, 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 "ABL Credit Agreement"), among HD SUPPLY, INC., a Delaware corporation (the "Parent Borrower"), the Administrative Agent and the U.S. ABL Collateral Agent, and the other parties thereto.

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

WHEREAS, in connection with the ABL Credit Agreement, the Parent Borrower, and certain Subsidiaries of the Parent Borrower, as Subsidiary Borrowers and certain other Domestic Subsidiaries of the Parent Borrower, as Subsidiary Guarantors executed and delivered a U.S. Guarantee and Collateral Agreement, dated as of April 5, 2017 (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "U.S. Guarantee and Collateral Agreement"), in favor of Wells Fargo, N.A., as U.S. ABL Collateral Agent and Administrative Agent, for the benefit of the Secured Parties (as defined in the U.S. Guarantee and Collateral Agreement);

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, the Grantor granted to the U.S. ABL 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 Borrowers on the terms and subject to the conditions of the ABL Credit Agreement, the Grantor agrees, for the benefit of the U.S. ABL 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 ABL Credit Agreement and the U.S. Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the U.S. 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 U.S. ABL 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 Parent 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 U.S. Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the U.S. Guarantee and Collateral Agreement. The U.S. 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 acknowledge 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 ABL Credit Agreement and the U.S. 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.

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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

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