

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM467418

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HDS IP Holding, LLC		03/27/2018	Limited Liability Company: NEVADA
HD Supply Support Services, Inc.		03/27/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 South Tryon Street, 15th Floor		
<b>Internal Address:</b>	NC1-002-15-36		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5296110	EXCEEDING GUEST EXPECTATIONS BEGINS WITH	
<b>Serial Number:</b>	87615317	AQUAGUARD	
<b>Registration Number:</b>	5380437	ASPEN	
<b>Registration Number:</b>	5400968	BRIGADE	
<b>Serial Number:</b>	87631317	MAINTENANCE WAREHOUSE	
<b>Registration Number:</b>	5411455	MAINTENANCE WAREHOUSE	
<b>Registration Number:</b>	5403083	MAINTENANCE WAREHOUSE	
<b>Registration Number:</b>	5403084	MAINTENANCE WAREHOUSE	
<b>Registration Number:</b>	5403085	MAINTENANCE WAREHOUSE	
<b>Registration Number:</b>	5403086	MAINTENANCE WAREHOUSE	
<b>Registration Number:</b>	5403087	MAINTENANCE WAREHOUSE	
<b>Registration Number:</b>	5403088	MAINTENANCE WAREHOUSE	
<b>Registration Number:</b>	5270683	SEASONS	
<b>Registration Number:</b>	5270684	SEASONS	
<b>Serial Number:</b>	87615316	SHIELD SECURITY	
<b>Serial Number:</b>	87684473	SHIELD SECURITY	

OP \$465.00 5296110

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5337065	SHIELD SECURITY
Registration Number:	5289881	SHIELD SECURITY

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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.*

**Phone:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	03/28/2018

**Total Attachments: 6**

source=HDS - Term Loan Grant in New Trademarks (executed) #page1.tif

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source=HDS - Term Loan Grant in New Trademarks (executed) #page6.tif

**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):**

1. HDS IP Holding, LLC  
2. HD Supply Support Services, Inc.

☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other LLC-NV; Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) March 27, 2018

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

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

Street Address: 101 South Tryon Street, 15<sup>th</sup> 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)

**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:**

18

**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  
Signature

March 28, 2018

Date

Elaine Carrera

Name of Person Signing

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

6

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

**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 27, 2018, is made by the signatories hereto (each, a "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, each Grantor granted to the 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, 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, each Grantor agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context other- wise 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. Each Grantor hereby confirms that pursuant to the Guarantee and 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 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 in any right, title or interest of such 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 each 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. Each 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.

**HDS IP Holding, LLC**

By:   
Name: ~~Evan J. Levitt~~  
Title: Vice President

**HD Supply Support Services, Inc.**

By:   
Name: ~~Evan J. Levitt~~  
Title: Vice President




## Schedule A

### Trademarks

HD Supply Support Services, Inc.

TRADEMARK	Status	U.S. Reg. No. U.S. App No.	Filing Date/Reg. Date
EXCEEDING GUEST EXPECTATIONS BEGINS WITH US	Registered	87356059 5,296,110	3/2/2017 9/26/2017

HDS IP Holding, LLC

TRADEMARK	Status	U.S. Reg. No. U.S. App No.	Filing Date/Reg. Date
AQUAGUARD	Published	87615317	9/20/2017
ASPEN	Registered	87505499 5,380,437	6/26/2017 1/16/2018
BRIGADE	Registered	87535895 5,400,968	7/20/2017 2/13/2018
MAINTENANCE WAREHOUSE	Published	87631317	10/3/2017
MAINTENANCE WAREHOUSE	Registered	87518386 5,411,455	7/6/2017 2/27/2018
	Registered	87313956 5,403,083	1/25/2017 2/13/2018
	Registered	87313957 5,403,084	1/25/2017 2/13/2018
	Registered	87313960 5,403,085	1/25/2017 2/13/2018

	Registered	87313961 5,403,086	1/25/2017 2/13/2018
	Registered	87313965 5,403,087	1/25/2017 2/13/2018
	Registered	87313975 5,403,088	1/25/2017 2/13/2018
	Registered	87313970 5,270,683	1/25/2017 8/22/2017
	Registered	87313973 5,270,684	1/25/2017 8/22/2017
SHIELD SECURITY	Published	87615316	9/20/2017
	Pending	87684473	11/14/2017
	Registered	87313968 5,337,065	1/25/2017 11/14/2017
	Registered	87313966 5,289,881	1/25/2017 9/19/2017