

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
True Value Company	FORMERLY Truserv Corporation	08/29/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One South Wacker Drive, Suite 3400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1128202	TRUE VALUE	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3126097817		
Email:	cho@vedderprice.com		
Correspondent Name:	Catherine Ho		
Address Line 1:	222 North LaSalle Street, Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	02795.00.0147		
NAME OF SUBMITTER:	Catherine Ho		
Signature:	/Catherine Ho/		
Date:	03/29/2006		

CH \$40.00 1128202

Total Attachments: 17

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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of August 29, 2003, made by TruServ Corporation, a Delaware corporation, having its chief executive office at 8600 W. Bryn Mawr Avenue, Chicago, Illinois 60631 ("Borrower") and FLEET CAPITAL CORPORATION, a Rhode Island corporation with an office at One South Wacker Drive, Suite 1400, Chicago, Illinois 60606 ("FCC"), as agent for the "Lenders" (as hereinafter defined) (FCC, in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, Borrower, TruServ Acceptance Company ("TruServ Acceptance"), TruServ Logistics Company ("TruServ Logistics"), General Paint & Manufacturing Company ("General Paint") and True Value.com Corporation ("True Value.com" and together with TruServ, TruServ Acceptance, TruServ Logistics and General Paint, individually "Co-Borrower" and collectively "Co-Borrowers"), the lender signatories thereto ("Lenders"), Agent, Bank of America, N.A., as Syndication Agent and Congress Financial Corporation (Central), Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, Inc. and LaSalle Business Credit, LLC, as Co-Documentation Agents, have entered into that certain Loan and Security Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Borrower and Co-Borrowers; and

WHEREAS, Agent and Lenders have required as a condition, among others, to the making of the Loans to Borrower and Co-Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrower's and Co-Borrowers' obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrower and/or any Co-Borrower to Agent and Lenders in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Borrower execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

- (a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (b) The words "hereof," "herein" and "hereunder" and words like import when used in this Agreement shall refer to this Agreement as a whole and not to

any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the prompt payment and performance to Agent and each Lender of the Obligations, Borrower hereby grants to Agent, for its benefit and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Borrower is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B attached hereto (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Except as otherwise provided in the Loan Agreement or with respect to Trademarks or Licenses which Borrower abandons for valid commercial reasons, Borrower will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use commercially reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent, for its benefit and the ratable

benefit of Lenders, under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Borrower's business.

4. New Trademarks. Borrower represents and warrants that, as of the date hereof, the Trademarks and Licenses listed on Schedules A and B attached hereto, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications and license agreements now owned or held by Borrower and required to be listed on Exhibit 7.1.16 of the Loan Agreement. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof in the manner and to the extent required by the Loan Agreement. Borrower hereby authorizes Agent to modify this Agreement by (i) amending Schedules A or B attached hereto, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Borrower hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Borrower.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations due and payable have been paid in full and the Loan Agreement terminated.

7. Right to Inspect; Further Assignments and Security Interests. To the extent provided in the Loan Agreement, Agent shall have the right, at any reasonable time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records and operations relating to the Trademarks, including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use its best efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Loan Agreement Borrower agrees that Agent or a conservator appointed by Agent, shall have the right

to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks. Except as otherwise permitted by the Loan Agreement, Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the prior written consent of Agent.

8. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business and consistent with Borrower's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the material Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Borrower deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Borrower's rights in the material trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or, to Borrower's knowledge, shall be necessary or economically desirable in the operation of the Borrower's business. Borrower agrees to retain an experienced trademark attorney reasonably acceptable to Agent (Susan Radde, Esq. being acceptable to Agent) for the filing and prosecution of all such applications and other proceedings. Neither Agent nor any Lender shall have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the right but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Borrower and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Borrower's business.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably appoints Agent as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, including, without limitation, subsection 10.3.4 thereof, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Borrower of Agent's intention to enforce its rights and claims against Borrower, Borrower hereby authorizes Agent to, in its sole discretion (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms and (v) to use the Trademarks and Licenses solely in connection with Agent's or any Lender's rights under the Loan Agreement. Agent shall take no action pursuant to subsection (i), (ii), (iii), (iv) or (v) of this Section 14 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in

addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect: Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent, Lenders and its and their nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however that Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

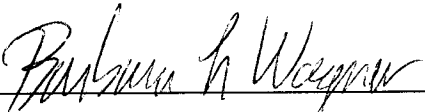
18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

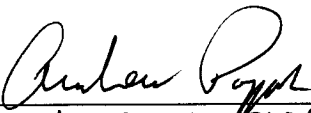
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

TRUSERV CORPORATION

By: 
Name: Barbara L. Wagner
Title: Vice President

FLEET CAPITAL CORPORATION,
as Agent

By: 
Name: ANDREW PAPPAS
Title: SENIOR VICE PRESIDENT

Trademarks Owned by TruServ Corporation

Country	Mark	Serial #	Reg #	Lookup to Status	Owner	Comments
United States	ABC	75109759	2136649	Registered	TruServ Corporation	
United States	ACCUFLO	78255716		Pending	TruServ Corporation	
United States	AIM	78055159	2628349	Registered	TruServ Corporation	
United States	AMERICAN HARDWARE STORES and Design	72289465	871486	Registered	TruServ Corporation	
United States	ANYTHING TO HELP.	75501247	2259524	Registered	TruServ Corporation	
United States	ATLAS PRO	74466224	1939185	Registered	Cotter & Company	
United States	BARGAIN OF THE MONTH and Design	78139781		Pending	TruServ Corporation	
United States	BASIC TOUCH			Pending	TruServ Corporation	
United States	BUY WHAT YOU WANT. RENT WHAT YOU NEED.	78058124	2618322	Registered	TruServ Corporation	
United States	CHEWY PLUS	73510330	1358330	Registered	Cotter & Company	
United States	CHRISTMAS IS JUST AROUND THE CORNER	75203381	2116150	Registered	TruServ Corporation	
United States	CLEAR TOUCH	75225456	2160159	Registered	Servistar Coast to Coast Corporation	
United States	COAST TO COAST	72146020	0779628	Registered	TruServ Corporation	
United States	COAST TO COAST and	73253693	1234798	Registered	TruServ Corporation	
United States	COAST TO COAST HOME & AUTO	74153238	1678028	Registered	TruServ Corporation	
United States	COAST TO COAST PAINT & DECOR STORE	75470050	2262767	Registered	TruServ Corporation	
United States	COAST-TO-COAST	72381346	0972152	Registered	TruServ Corporation	
United States	COLOR DECOR	76095495	2586335	Registered	TruServ Corporation	
United States	COLOR MADE SIMPLE	78277769		Pending	TruServ Corporation	
United States	COMMERCIAL SALES and Design	75166027	2121224	Registered	TruServ Corporation	
United States	COMMERCIAL SALES	75660743	2340777	Registered	TruServ Corporation	
United States	COMMERCIAL SUPPLY NETWORK	78080346	2741786	Registered	TruServ Corporation	
United States	CONNECT 4 PROFIT	78080345	2625177	Registered	TruServ Corporation	
United States	EASY COLOR	78046664	2635299	Registered	TruServ Corporation	
United States	ENRICH	73730199	1521436	Registered	TruServ Corporation	
United States	EVER CHANGING, RE-ARRANGING WALL DECOR	78046799	2510702	Registered	TruServ Corporation	
United States	EVERYDAY FIXUPS	78055027	2529973	Registered	TruServ Corporation	
United States	EVERYDAY ANSWERS					
United States	EVERYDAY QUICK FIXUPS	78107334	2635524	Registered	TruServ Corporation	
United States	EXPECT THE BEST	75906594	2537220	Registered	TruServ Corporation	

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Country	Mark	Serial #	Reg #	Lookup to Status	Owner	Comments
United States	EXTREME RUN BATTERY	75789071	2485971	Registered	TruServ Corporation	
United States	E-Z KARE	78075465	2545132	Registered	TruServ Corporation	
United States	FARM-TEST and Design	73295764	1252631	Registered	Cotter & Company	
United States	FAST ANSWERS FASTER SHOPPING	78055035	2527647	Registered	TruServ Corporation	
United States	GALENA GIFT GALLERY	73402645	1329019	Registered	Cotter & Company	
United States	GARDEN GEMS	75424423	2322290	Registered	TruServ Corporation	
United States	GET READY FOR THE HOLIDAYS	78203824		Pending	TruServ Corporation	
United States	GO GRILL CRAZY	75542359	2295703	Registered	TruServ Corporation	
United States	GPM DEPENDABLE (Stylized Letters)	75342554	2232982	Registered	TruServ Corporation	
United States	GRAND RENTAL STATION	73501888	1336312	Registered	TruServ Corporation	
United States	GRAND RENTAL STATION	73505894	1339534	Registered	TruServ Corporation	
United States	GRAND RENTAL STATION	75604656		Pending	TruServ Corporation	
United States	GREEN THUMB (Stylized Letters)	71635531	0587562	Registered	TruServ Corporation	
United States	GREEN THUMB (Stylized Letters)	71635649	0608452	Registered	TruServ Corporation	
United States	GREEN THUMB (Stylized Letters)	71636284	0590405	Registered	TruServ Corporation	
United States	GREEN THUMB (Stylized Letters)	71638111	0581301	Registered	TruServ Corporation	
United States	GREEN THUMB and Design	72204569	0792083	Registered	Cotter & Company	
United States	GREEN THUMB	73465454	1457989	Registered	TruServ Corporation	
United States	GREENTHUMB	78142159	2702755	Registered	TruServ Corporation	
United States	GRILL ZONE	75859203	2523311	Registered	TruServ Corporation	
United States	HARVARD CUTLERY	73383678	1256659	Registered	Cotter & Company	
United States	HELP IS JUST AROUND THE CORNER	74652079	1971169	Registered	TruServ Corporation	
United States	HELP IS JUST AROUND THE CORNER	76090050	2544319	Registered	TruServ Corporation	
United States	HOLIDAY WONDERLAND	78198150		Pending	TruServ Corporation	
United States	HOME & GARDEN	73810889	1583111	Registered	TruServ Corporation	
United States	Design Only [HOME & GARDEN SHOWPLACE	73831734	1600072	Registered	TruServ Corporation	
United States	HOME SWEET HOME SALE	78278956		Pending	TruServ Corporation	
United States	INDUSERVE SUPPLY	74586163	1950655	Registered	TruServ Corporation	
United States	INDUSOURCE	75042088	2023852	Registered	TruServ Corporation	

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Country	Mark	Serial #	Reg #	Lookup to Status	Owner	Comments
United States	INSPIRATION NOW AVAILABLE IN A GALLON	78085830		Pending	TruServ Corporation	
United States	JUST ASK	74518592	1881024	Registered	TruServ Corporation	
United States	KIDS PLAY COLORS	75831030	2565802	Registered	TruServ Corporation	
United States	KLEENZ-EM	73508247	1354875	Registered	TruServ Corporation	
United States	KNOW HOW RIGHT NOW	78055030	2529974	Registered	TruServ Corporation	
United States	LARGE ENOUGH TO SERVE YOU . . . NEAR ENOUGH TO KNOW YOU	75120954	2063279	Registered	TruServ Corporation	
United States	LAWN CHIEF	73167593	1135511	Registered	TruServ Corporation	
United States	MAGNETIC CREATIONS	78046017		Pending	TruServ Corporation	
United States	MAGNETIC CREATIONS	78070766	2690932	Registered	TruServ Corporation	
United States	MAINTENANCE ONE	76065393		Pending	TruServ Corporation	
United States	MAKES MAGNETS STICK TO WALLS LIKE MAGIC	78049434	2573855	Registered	TruServ Corporation	
United States	MAKING BEAUTIFUL GARDENS COME ALIVE	75779777	2530416	Registered	TruServ Corporation	
United States	MAKING BEAUTIFUL GARDENS COME ALIVE	78082636	2552836	Registered	TruServ Corporation	
United States	MASTER ELECTRICIAN	73347033	1251009	Registered	TruServ Corporation	
United States	MASTER ELECTRICIAN	73440773	1317602	Registered	TruServ Corporation	
United States	MASTER MECHANIC	73326512	1249555	Registered	TruServ Corporation	
United States	MASTER MECHANIC	73732567	1561687	Registered	TruServ Corporation	
United States	MASTER PLUMBER	72128681	0751518	Registered	TruServ Corporation	
United States	MASTER PLUMBER and	73360799	1312928	Registered	TruServ Corporation	
United States	MASTER PLUMBER	73360862	1312929	Registered	TruServ Corporation	
United States	MASTER PLUMBER	73475728	1,432,602	Registered	TruServ Corporation	
United States	MEMBERS	74351212	1789013	Registered	TruServ Corporation	
United States	MEMBERSONLINE.COM	76068132		Pending	TruServ Corporation	
United States	NATURAL BEAUTY	75225454	2125663	Registered	TruServ Corporation	
United States	NETWAREHOUSE	78119274		Pending	TruServ Corporation	
United States	PAINTER'S SELECT	75782570	2357694	Registered	TruServ Corporation	
United States	PAINTER'S SELECT	78203393		Pending	TruServ Corporation	
United States	PARTNERSHIP PLUS	75109753	2059280	Registered	TruServ Corporation	
United States	PARTY CENTRAL	75395791	2550265	Registered	TruServ Corporation	
United States	PARTY PLUS	76067950		Pending	TruServ Corporation	
United States	PERMA-TRIM	72-255,031	833,730	Registered	TruServ Corporation	
United States	PERSONAL PRIDE	75225453	2125662	Registered	Servistar Coast to Coast Corporation	
United States	PLATINUM PAINT SHOP	78133991	2707229	Registered	TruServ Corporation	

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Country	Mark	Serial #	Reg. #	Lookup to Status	Owner	Comments
United States	POWER EVENT	78134978	2686825	Registered	TruServ Corporation	
United States	POWER PLACE (Stylized Letters)	75342524	2203339	Registered	TruServ Corporation	
United States	POWER PLACE	75858987	2477415	Registered	TruServ Corporation	
United States	PREMIUM DECOR	75477508	2264671	Registered	TruServ Corporation	
United States	PRESTIGE	74568898	1919139	Registered	TruServ Corporation	
United States	PROFESSIONAL COATINGS	75284466	2284165	Registered: Supplemental	TruServ Corporation	
United States	RENT THE EQUIPMENT. KEEP THE ADVICE.	75871283	2537195	Registered	TruServ Corporation	
United States	RENTAL ONE	75433037		Pending	TruServ Corporation	
United States	S and Design	73145468	1112513	Registered	TruServ Corporation	
United States	SERVICESTAR	75288840	2540697	Registered	TruServ Corporation	
United States	SERVISTAR	73213213	1256456	Registered	TruServ Corporation	
United States	SERVISTAR	73294214	1251321	Registered	TruServ Corporation	
United States	SERVISTAR	73314334	1254957	Registered	TruServ Corporation	
United States	SERVISTAR	74110524	2056514	Registered	TruServ Corporation	
United States	SERVISTAR HARDWARE-LUMBER-HOME CENTERS WE CAN HELP	73501407	1362603	Registered	TruServ Corporation	
United States	SOFT TOUCH	75225278	2245333	Registered	TruServ Corporation	
United States	START RIGHT	75151617	2125134	Registered	TruServ Corporation	
United States	STORE OF FIRST CHOICE	73516807	1398770	Registered	Cotter & Company	
United States	STORE SQUARED (Stylized Letters)	78100423	2704695	Registered	TruServ Corporation	
United States	SUMMER IS JUST AROUND THE CORNER	78055036	2571606	Registered	TruServ Corporation	
United States	TAYLOR	72441653	0977519	Registered	TruServ Corporation	
United States	TAYLOR	73283219	1356053	Registered	TruServ Corporation	
United States	TAYLOR RENTAL	72441655	0977017	Registered	TruServ Corporation	
United States	TAYLOR RENTAL PARTY PLUS and Design	78117734	2669361	Registered	TruServ Corporation	
United States	TAYLOR RENTAL PARTY	78117735	2669362	Registered	TruServ Corporation	
United States	THE GREAT GARDEN	78123457	2686728	Registered	TruServ Corporation	
United States	THE GREAT PAINT EVENT	78119537	2681350	Registered	TruServ Corporation	
United States	THE MORE YOU SHOP THE MORE YOU EARN	78209988		Pending	TruServ Corporation	

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Country	Mark	Serial #	Reg #	Lookup to Status	Owner	Comments
United States	THINK CONTINUOUS IMPROVEMENT @ WORK TRUE VALUE	78107346	2675167	Registered	TruServ Corporation	
United States	TOOLS FOR TOMORROW (Stylized Letters)	75338820	2201245	Registered	TruServ Corporation	
United States	TOOLS FOR YOUR MIND	78111357	2654594	Registered	TruServ Corporation	
United States	TOTAL HARDWARE	73253720	1231299	Registered	TruServ Corporation	
United States	TOTAL HARDWARE COAST TO COAST and Design	73253700	1234799	Registered	TruServ Corporation	
United States	TOY PARADE	72413707	0955796	Registered	Catter & Company	
United States	TRU GARDENS & NURSERY CENTER	78068440	2654481	Registered	TruServ Corporation	
United States	TRU SERV	75211939	2177487	Registered	TruServ Corporation	
United States	TRU SERV	75211948	2177488	Registered	TruServ Corporation	
United States	TRU SERV	75211949	2157728	Registered	TruServ Corporation	
United States	TRU SERV	75211953	2149807	Registered	TruServ Corporation	
United States	TRU SERV	75211954	2192723	Registered	Catter & Company	
United States	TRU-COLORS	75883481	2497732	Registered	TruServ Corporation	
United States	TRUE ADVANTAGE	75064269	2073474	Registered	TruServ Corporation	
United States	TRUE BLUE REWARDS	78042728	2713491	Registered	TruServ Corporation	
United States	TRUE BLUE REWARDS and Design	78048544	2686539	Registered	TruServ Corporation	
United States	TRUE VALUE	73120195	1090538	Registered	TruServ Corporation	
United States	TRUE VALUE (Stylized)	73187684	1128202	Registered	TruServ Corporation	
United States	TRUE VALUE	73187685	1128203	Registered	TruServ Corporation	
United States	TRUE VALUE	73252030	1165207	Registered	TruServ Corporation	
United States	TRUE VALUE	74635431	1971101	Registered	TruServ Corporation	
United States	TRUE VALUE	74667088	2038165	Registered	TruServ Corporation	
United States	TRUE VALUE	74696129	2015085	Registered	TruServ Corporation	
United States	TRUE VALUE	75026183	2041789	Registered	TruServ Corporation	
United States	TRUE VALUE	75102730	2085647	Registered	Catter & Company	
United States	TRUE VALUE	75120953	2285804	Registered	TruServ Corporation	
United States	TRUE VALUE	75125488	2057479	Registered	TruServ Corporation	
United States	TRUE VALUE	75225096	2128890	Registered	TruServ Corporation	
United States	TRUE VALUE	75237126	2132536	Registered	TruServ Corporation	
United States	TRUE VALUE	75238962	2134347	Registered	TruServ Corporation	
United States	TRUE VALUE	75284518	2212362	Registered	Catter & Company	
United States	TRUE VALUE	75342553	2257874	Registered	TruServ Corporation	
United States	TRUE VALUE	75628123	2328867	Registered	TruServ Corporation	

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Country	Mark	Serial #	Reg #	Lookup to Status	Owner	Comments
United States	TRUE VALUE	78067891	2540617	Registered	TruServ Corporation	
United States	TRUE VALUE	78101502	2615594	Registered	TruServ Corporation	
United States	TRUE VALUE	78125327	2681418	Registered	TruServ Corporation	
United States	TRUE VALUE	78125372	2683874	Registered	TruServ Corporation	
United States	TRUE VALUE	78190975		Pending	TruServ Corporation	
United States	TRUE VALUE COFFEE	74469728	1926713	Registered	TruServ Corporation	
United States	TRUE VALUE FIBERGLASS INSULATION	76177616	2512447	Registered	TruServ Corporation	
United States	TRUE VALUE GARDENS	78059444	2631810	Registered	TruServ Corporation	
United States	TRUE VALUE GIFT CARD	78143470		Pending	TruServ Corporation	
United States	TRUE VALUE HELP! SERVICECENTER and	75295907	2167509	Registered	TruServ Corporation	
United States	TRUE VALUE HOLIDAY WONDERLAND	78055290	2591693	Registered	TruServ Corporation	
United States	TRUE VALUE MANUFACTURING	78088514	2618404	Registered	TruServ Corporation	
United States	TRUE VALUE MAX	78225823		Pending	TruServ Corporation	
United States	TRUE VALUE PAINT SHOP	74650186	1961876	Registered	TruServ Corporation	
United States	TRUE VALUE REWARDS	78143471		Pending	TruServ Corporation	
United States	TRUE VALUE UNIVERSITY	78110212	2678245	Registered	TruServ Corporation	
United States	TRUEADVANTAGE	78055050	2567571	Registered	TruServ Corporation	
United States	TRUSERV	75211950	2182893	Registered	Cutter & Company	
United States	TRUSERV	75217480	2179452	Registered	TruServ Corporation	
United States	TRUSERV CENTRAL SHIP	75216928	2161015	Registered	TruServ Corporation	
United States	TRUSERV PARTS CENTRAL (Stylized Letters)	75284461	2161050	Registered	TruServ Corporation	
United States	TRUSERVICE	78064777	2522863	Registered	TruServ Corporation	
United States	TRUSITE	75831044	2553472	Registered	TruServ Corporation	
United States	TRUSTART	75203111	2582485	Registered	TruServ Corporation	
United States	TRUSTART2 (Stylized Letters) [TRUSTART	78209990		Pending	TruServ Corporation	
United States	TRU-TEST	73139754	1089689	Registered	TruServ Corporation	
United States	TRU-TEST and Design	73139755	1089690	Registered	TruServ Corporation	
United States	TRU-TEST and Design	73256619	1312924	Registered	TruServ Corporation	
United States	TRU-TEST	78061543	2615463	Registered	TruServ Corporation	
United States	TRU-TRAC	74424835	1911155	Registered	TruServ Corporation	
United States	TRU-TUFF	73450537	1303761	Registered	TruServ Corporation	
United States	TWELVE GIFTS OF	78044849	2563839	Registered	TruServ Corporation	
United States	ULTIMATE FINISH	75782585	2579386	Registered	TruServ Corporation	

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Country	Mark	Serial #	Reg #	Lookup to Status	Owner	Comments
United States	ULTRA MATTE	75003422	2050396	Registered	TruServ Corporation	
United States	UNITY	76078249	2555138	Registered	TruServ Corporation	
United States	V&S	73199695	1145371	Registered	TruServ Corporation	
United States	VALUE	78101414	2717573	Registered	TruServ Corporation	
United States	VALUE BRIGHT	73218614	1154808	Registered	Cotter & Company	
United States	WEATHERALL	73199696	1148565	Registered	TruServ Corporation	
United States	WESTPOINTE	78214976		Pending	TruServ Corporation	
United States	WESTPOINTE W and	78214977		Pending	TruServ Corporation	
United States	WIRED	78198180		Pending	TruServ Corporation	
United States	WOOD CARE CENTER	78068851		Pending	TruServ Corporation	
United States	WOODCARE CENTER	75831070	2454281	Registered: Supplemental	TruServ Corporation	
United States	WOODSMAN	73199699	1148566	Registered	TruServ Corporation	
United States	X-O RUST	72360718	0988754	Registered	TruServ Corporation	
United States	X-O STAIN	73599892	1449143	Registered	TruServ Corporation	
United States	YOUR TOTAL HARDWARE CONVENIENCE STORE	78055033	2578810	Registered	TruServ Corporation	
United States	YOU'RE HERE. YOU'RE HOME. YOU'RE DONE.	78078163	2626745	Registered	TruServ Corporation	

SCHEDULE B

Trademark and License Security Agreement

LICENSES

Schedule B

<u>Name of License</u>	<u>Nature of License</u>	<u>Licensor</u>	<u>Term of License</u>
Retail Member Agreements (contains license agreement)	Trademark	TruServ Corporation	Indefinite
Amended and Restated License Agreement (Canada)	Trademark	TruServ Corporation	5 years from September 2001, with a 5-year renewal option