

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Interline Brands, Inc.		06/23/2006	CORPORATION: DELAWARE
Interline Brands, Inc.		06/23/2006	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A. as Collateral Agent
<b>Street Address:</b>	P.O.Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 122**

Property Type	Number	Word Mark
Registration Number:	2072965	WILMAR
Registration Number:	2308782	BALA
Registration Number:	1312939	DUREX
Registration Number:	2262153	THE STAIN ERASER
Registration Number:	2258587	LIQUI-ZYME
Registration Number:	2200953	SEXAUER
Registration Number:	2197011	SEXAUER
Registration Number:	880136	SEXAUER
Registration Number:	861261	SEXAUER
Registration Number:	558236	SEXAUER
Registration Number:	533533	SEXAUER
Registration Number:	538820	SEXAUER
Registration Number:	536341	SEXAUER

CH \$3065.00 2072965

Registration Number:	1137747	SEXAUER
Registration Number:	1134409	SEXAUER
Registration Number:	1148671	SEXAUER
Registration Number:	1142351	SEXAUER
Registration Number:	1138354	SEXAUER
Registration Number:	1135402	SEXAUER
Registration Number:	1185370	SEXAUER
Registration Number:	1135759	SEXAUER
Registration Number:	1144052	SEXAUER
Registration Number:	1103387	SEXAUER PRODUCTS
Registration Number:	896146	SEXAUER PRODUCTS
Registration Number:	893738	SEXAUER PRODUCTS
Registration Number:	896495	SEXAUER PRODUCTS
Registration Number:	891995	SEXAUER PRODUCTS
Registration Number:	895334	SEXAUER PRODUCTS
Registration Number:	892316	SEXAUER PRODUCTS
Registration Number:	890775	SEXAUER PRODUCTS
Registration Number:	2009326	SEXAUER HOME PRODUCTS
Registration Number:	817247	VISIBLE STOCK CONTROL
Registration Number:	2185338	MAINTENANCE CHOICE
Registration Number:	2107994	NATURE - GREEN
Registration Number:	1917954	NEO-TITE
Registration Number:	1961071	QUICK-PICK
Registration Number:	1539892	LIME TAMER
Registration Number:	1533798	ULTRA-SEAL
Registration Number:	1048507	EASY-WRAP
Registration Number:	928898	EASY-WRAP
Registration Number:	891583	EASY-TITE
Registration Number:	224528	EASY-TITE
Registration Number:	980821	SURE-GRIP
Registration Number:	765651	MULE-KICK
Registration Number:	180572	MULE-KICK
Registration Number:	286815	MULE KICK
Registration Number:	765652	
Registration Number:	2310302	

Registration Number:	765650	BIG JERRY
Registration Number:	322999	
Registration Number:	323153	
Registration Number:	558587	
Registration Number:	2264220	
Registration Number:	1405827	VALUE PLUS
Registration Number:	1433579	VALUE PLUS
Registration Number:	1427371	VALUE PLUS
Registration Number:	1429867	VALUE PLUS
Registration Number:	1400327	VALUE PLUS
Registration Number:	1189902	CONQUEST
Registration Number:	959791	BULL DOG
Registration Number:	554450	"BULL DOG"
Registration Number:	958856	BLUE SPOT
Registration Number:	941244	MAKE TIGHT STAY
Registration Number:	551132	SEX-ITE
Registration Number:	439361	BLUE SPOT
Registration Number:	288175	HANDY ANDY
Registration Number:	289929	HANDY ANDY
Registration Number:	217334	BALLOON
Registration Number:	1434614	VALUE PLUS
Registration Number:	1530474	TRAYCO INC
Registration Number:	1594062	TRAYCO
Registration Number:	1597320	TRAYCO INC
Registration Number:	1529346	TRAYCO INC
Registration Number:	1531559	TRAYCO
Registration Number:	1548809	TRAYCO
Registration Number:	1525263	TRAYCO
Registration Number:	2473132	TRAYCO
Registration Number:	2085728	MANAGEMENT SUPPLY COMPANY
Registration Number:	1806604	SUPPLY DEPOT
Registration Number:	2007761	PROPLUS
Registration Number:	2320496	BI
Registration Number:	2327939	MAINTENANCE USA
Registration Number:	2310694	HARDWAREEXPRESS

Registration Number:	2317422	LEGEND
Registration Number:	2287527	BARNETT
Registration Number:	2215678	PREMIER
Registration Number:	1947684	BIG DUTY DEADBOLT
Registration Number:	1503483	THE NATIONWIDE NETWORK OF SECURITY PROFESSIONALS
Registration Number:	1437712	SECURITY BOW
Registration Number:	1183470	U.S. LOCK
Registration Number:	1163405	U. S. LOCK
Registration Number:	2453169	GET IT RIGHT.GET IT NOW.GUARANTEED.
Registration Number:	2521417	BUYER'S NETWORK
Registration Number:	848767	SEXAUER
Registration Number:	2651741	PROFESSIONAL SOLUTIONS
Registration Number:	2409431	PIPE COOL
Registration Number:	2428396	GREASE MONKEY
Registration Number:	2428395	
Registration Number:	2467409	
Registration Number:	246286	
Registration Number:	268242	
Registration Number:	1576986	
Registration Number:	1583068	COPPERFIELD
Registration Number:	2228253	GET IT ALL WITH ONE CALL
Registration Number:	1740848	HOMESAVER
Registration Number:	2328111	HOMESAVER
Registration Number:	1702822	HOMESAVER
Registration Number:	2323254	HOMESAVER
Registration Number:	2801155	SAFE AT HOME PRODUCTS, INC.
Registration Number:	2759591	INTERLINE
Registration Number:	2724433	LEGEND
Registration Number:	2247574	PI PREFERRED INDUSTRIES
Registration Number:	2481105	SUNSTAR LIGHTING
Registration Number:	2774059	WOODFIELD
Serial Number:	76215195	INTERLINE
Serial Number:	76124709	POCKET SHOP
Serial Number:	75153002	LEGEND

Serial Number:	75153003	LUMINA
Serial Number:	76599220	GELCO
Serial Number:	76598449	LYEMANCE
Serial Number:	76598448	LOCK-TOP
Serial Number:	76540309	WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS!

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	362728
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/13/2006

Total Attachments: 11  
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TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2006, among INTERLINE BRANDS, INC., a Delaware corporation (“Holdings”), INTERLINE BRANDS, INC., a New Jersey corporation (the “Borrower”), and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of June 23, 2006 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among Holdings, the Borrower, the Subsidiary Parties (as defined therein) and the Collateral Agent. The Lenders (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 23, 2006 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the lenders party thereto (the “Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent, Lehman Commercial Paper Inc., as Syndication Agent, and Credit Suisse, Bank of America, N.A., SunTrust Bank and Wachovia Bank, N.A., as Co-Documentation Agents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each of Holdings and the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;

provided, however, that the foregoing grant of security interest shall not include any "intent-to-use" based application for a Trademark until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[remainder of page intentionally left blank]

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

INTERLINE BRANDS, INC., a Delaware corporation,

by 

Name: **INTERLINE BRANDS, INC.**  
Title: **Thomas J. Tossavainen**  
**Chief Financial Officer**

[[2613968]]



INTERLINE BRANDS, INC., a New Jersey  
corporation,

by 

Name: INTERLINE BRANDS, INC.  
Title: Thomas J. Tossavainen  
Chief Financial Officer

[[2613968]]

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

*Neil R. Boylan*

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Name: Neil R. Boylan  
Title: Managing Director

[[2613968]]

TRADEMARK  
REEL: 003346 FRAME: 0881

Trademark Collateral**Interline Brands, Inc. (a New Jersey corporation)****U.S. Trademark Registrations**

Mark	Registration Date	Registration Number
WILMAR	06/24/97	2,072,965
BALA	01/18/00	2,308,782
DUREX	01/08/85	1,312,939
THE STAIN ERASER	07/20/99	2,262,153
LIQUI-ZYME	07/06/99	2,258,587
SEXAUER and Design	11/03/98	2,200,953
SEXAUER	10/20/98	2,197,011
SEXAUER	11/04/69	880,136
SEXAUER	05/07/68	848,767
SEXAUER	12/03/68	861,261
SEXAUER	04/29/52	558,236
SEXAUER	11/21/50	533,533
SEXAUER	03/06/51	538,820
SEXAUER	01/06/51	536,341
SEXAUER (and design)	02/23/79	1,137,747
SEXAUER (and design)	02/23/79	1,134,409
SEXAUER (and design)	03/24/81	1,148,671
SEXAUER (and design)	12/09/80	1,142,351
SEXAUER (and design)	08/05/80	1,138,354
SEXAUER (and design)	05/20/80	1,135,402
SEXAUER (and design)	01/12/82	1,185,370
SEXAUER (and design)	05/20/80	1,135,759
SEXAUER	12/23/80	1,144,052
SEXAUER PRODUCTS and Design	10/03/78	1,103,387
SEXAUER PRODUCTS and Design	08/04/70	896,146
SEXAUER PRODUCTS and Design	06/30/70	893,738
SEXAUER PRODUCTS and Design	08/11/70	896,495
SEXAUER PRODUCTS and Design	07/28/70	891,995
SEXAUER PRODUCTS and Design	07/28/70	895,334
SEXAUER PRODUCTS and Design	06/09/70	892,316
SEXAUER PRODUCTS and Design	05/12/70	890,775
SEXAUER HOME PRODUCTS	10/22/96	2,009,326
VISIBLE STOCK CONTROL	12/25/66	817,247
MAINTENANCE CHOICE	09/01/98	2,185,338
NATURE-GREEN	10/21/97	2,107,994
NEO-TITE	09/12/95	1,917,954
QUIK-PICK	03/05/96	1,961,071
LIME-TAMER	05/23/89	1,539,892
ULTRA-SEAL	04/11/89	1,533,798
EASY-WRAP	09/21/76	1,048,507

Mark	Registration Date	Registration Number
EASY-WRAP	02/08/72	928,898
EASY-TITE	05/12/69	891,583
EASY-TITE	03/01/27	224,528
SURE-GRIP	07/10/72	980,821
MULE-KICK	04/15/63	765,651
MULE-KICK	08/22/23	180,572
MULE-KICK	01/23/31	286,815
Design of Mule Kicking	04/25/63	765,652
Design of Flying Mule	01/25/00	2,310,302
BIG JERRY	07/10/72	765,650
Design only	03/26/35	322,999
Design only	04/02/35	323,153
Design only	05/13/52	558,587
Design only	07/27/99	2,264,220
Stylized letters of VALUE PLUS (stylized)	08/19/86	1,405,827
Stylized letters of VALUE PLUS (stylized)	03/24/87	1,433,579
Stylized letters of VALUE PLUS (stylized)	02/03/87	1,427,371
VALUE PLUS	02/24/87	1,429,867
VALUE PLUS	07/08/86	1,400,327
Stylized Letters Of CONQUEST (stylized)	02/16/82	1,189,902
BULL DOG	05/29/73	959,791
BULL DOG	02/05/52	554,450
BLUE SPOT	05/15/73	958,856
MAKE TIGHT STAY and Design	08/22/72	941,244
SEX-1TE	11/20/51	551,132
BLUE SPOT	06/22/48	439,361
HANDY ANDY	10/20/31	288,175
HANDY ANDY	12/15/37	289,929
BALLOON	08/31/26	217,334
VALUE PLUS	03/31/87	1,434,614
TRACO INC	03/21/89	1,530,474
TRACO INC	05/01/90	1,594,062
TRACO INC	05/22/90	1,597,320
TRACO INC	12/20/85	1,529,346
TRACO INC	03/28/89	1,531,559
TRAYCO	07/25/89	1,548,809
TRAYCO <sup>1</sup>	02/21/89	1,525,263
TRAYCO	07/31/01	2,473,132
MANAGEMENT SUPPLY COMPANY (stylized)	08/05/97	2,085,728
SUPPLY DEPOT (stylized)	08/31/93	1,806,604
PROPLUS (stylized letters)	10/15/96	2,007,761

<sup>1</sup> This mark was assigned to Trayco by Dysson-Kissner Moran Corporation, but the assignment was not properly recorded in the PTO.

Mark	Registration Date	Registration Number
BI LOGO (and design)	02/22/00	2,320,496
MAINTENANCE USA (and design)	03/14/00	2,327,939
HARDWAREEXPRESS (stylized letters)	01/25/00	2,310,694
LEGEND (stylized letters)	02/15/00	2,317,422
BARNETT (stylized)	10/19/99	2,287,527
PREMIER	01/05/99	2,215,678
BIG DUTY DEADBOLT	01/09/96	1,947,684
THE NATIONWIDE NETWORK OF SECURITY PROFESSIONALS	09/06/88	1,503,483
SECURITY BOW	04/28/87	1,437,712
U.S. LOCK and design	12/29/81	1,183,470
U.S. LOCK	08/04/81	1,163,405
GET IT RIGHT. GET IT NOW. GUARANTEED	05/22/01	2,453,169
BUYER'S NETWORK	12/18/01	2,521,417
SEXAUER	05/07/68	848,767
PROFESSIONAL SOLUTIONS	11/19/02	2,651,741
PIPE COOL	11/20/02	2,409,431
GREASE MONKEY	02/13/01	2,428,396
DESIGN ONLY [MONKEY]	02/13/01	2,428,395
DESIGN ONLY [MONKEY]	07/10/01	2,467,409
BLUE DISC DESIGN	09/04/28	0246286
BLUE DISC ON A WASHER DESIGNED	03/11/30	0268242
Miscellaneous Design of a Chimney	1/9/90	1,576,986
COPPERFIELD	2/13/90	1,583,068
GET IT ALL WITH ONE CALL	3/2/99	2,228,253
HOMESAVER	12/22/92	1,740,848
HOMESAVER	3/14/00	2,328,111
HOMESAVER & Design	7/28/92	1,702,822
HOMESAVER & Design	2/29/00	2,323,254
SAFE AT HOME PRODUCTS, INC.	12/30/03	2,801,155

**Common Law Trademarks**

MAXIM  
POWERWORKS  
DESIGNERS TOUCH  
ANVIL MARK  
LERAN  
BARNETT OF THE CARIBBEAN

**U.S. Trademark Applications**

Mark	Filing Date	Application No.
INTERLINE	2/22/01	76/215,195
POCKET SHOP	9/8/00	76/124,709

LEGEND <sup>2</sup>	8/9/96	75/153,002
LUMINA (stylized) <sup>3</sup>	819196 (suspended)	75/153,003
WOODFIELD	10/14/03	2,774,059
GELCO	6/21/04	76/599,220
LYEMANCE	6/21/04	76/598,449
LOCK-TOP	6/21/04	76/598,448
WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS!	8/26/03	76/540,309

### **Non-U.S. Trademark Registrations**

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Canada	KICKER	05/05/95	442,640
Canada	MULE KICK	08/25/95	446,798
Canada	SUPER MULE DESIGN	10/18/96	464,231
Canada	MAINTENANCE CHOICE	10/08/99	517,696
Canada	SEXAUER	07/25/86	316,729
Canada	SEXAUER LOGO	01/02/87	322,379
Canada	VALUE PLUS LOGO	09/04/87	331,694
Canada	VALUE PLUS	11/20/87	334,336
Canada	QUICK-PICK	03/26/97	473,783
Canada	LIQUI-ZYME	09/28/00	533,706
Puerto Rico	SEXAUER	12/06/72	17910
Puerto Rico	SEXAUER PRODUCTS	03/08/73	17985
Puerto Rico	SEXAUER	03/08/73	18017
Puerto Rico	SEXAUER	03/08/73	18018
Puerto Rico	SEXAUER	03/08/73	18023
Puerto Rico	SEXAUER PRODUCTS (logo)	04/10/73	18177
Puerto Rico	SEXAUER (toilet seats)	10/27/78	21726
Puerto Rico	SURE-GRIP	10/27/78	21727
Canada	GELCO	11/30/04	1,239,026
Canada	LYEMANCE	11/30/04	1,239,027
Canada	LOCK-TOP	11/30/04	1,239,028

<sup>2</sup> This intent-to-use application is pending, but the time for further action by Barnett Inc. with respect to the prosecution of the application has been suspended by the Patent and Trademark Office pursuant to 37. C.F.R. § 2.67.

<sup>3</sup> This intent-to-use application was published for opposition on June 2, 1998. An opposition was filed by NSI Enterprises, Inc. on December 22, 1999 and is still pending as Proceeding No. 116679.

**Interline Brands, Inc. (a Delaware corporation)**

**U.S. Trademark Registrations**

Mark	Registration Date	Registration Number
INTERLINE	09/02/03	2,759,591
LEGEND	06/10/03	2,724,433
PI PREFERRED INDUSTRIES & DESIGN	05/25/99	2,247,574
SUNSTAR LIGHTING & DESIGN	08/28/01	2,481,105