

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CleanSource, Inc.		10/29/2010	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Interline Brands, Inc.
Street Address:	701 San Marco Blvd.
Internal Address:	17th Floor
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32207
Entity Type:	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2122234	CLEANSOURCE
Registration Number:	2270441	CLEAN SOURCE
Registration Number:	2282778	CLEAN SOURCE
Registration Number:	2368001	CLEAN SOURCE
Registration Number:	2409973	CLEAN SOURCE
Registration Number:	2472992	C2 LABORATORIES
Registration Number:	3732623	CASTAWAY
Registration Number:	3859155	HORSEPOWER
Registration Number:	3826390	TKO
Serial Number:	77826066	CASTOFF

**CORRESPONDENCE DATA**

Fax Number: (904)598-6212  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900177215**

**TRADEMARK**  
**REEL: 004412 FRAME: 0924**

**OP \$265.00 2122234**

Phone: 904-598-6112  
Email: krowe@sgrlaw.com  
Correspondent Name: Katharine F. Rowe  
Address Line 1: 50 N. Laura Street  
Address Line 2: Suite 2600  
Address Line 4: Jacksonville, FLORIDA 32202

NAME OF SUBMITTER:	Katharine F. Rowe
Signature:	/Katharine F. Rowe/
Date:	11/11/2010

Total Attachments: 5  
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of October 29, 2010 between CleanSource, Inc., a California corporation ("Assignor") on the one hand, and Interline Brands, Inc., a New Jersey corporation ("Assignee") on the other hand.

WHEREAS, Assignor owns the trademarks and corresponding registrations and applications therefor listed on the attached Schedule A (collectively the "Trademarks"); and

WHEREAS, Assignee is purchasing the Trademarks from Assignor.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of the date hereof, among Assignor, Assignee, Gary E. Fredkin and Nanci A. Fredkin Family Trust dated 2/5/92, as amended, Gary E. Fredkin and Marvin Wenger, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and upon the terms and conditions hereinafter set forth, Assignee and Assignor, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, transfers, sells and sets over to Assignee all of Assignor's right, title, benefit, privileges and interest in, to and under the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

2. Each party hereto agrees to take any and all actions, including the execution of certificates, documents or instruments, and to assist in all proceedings, necessary or appropriate to perfect, register, or record the rights of Assignee to the Trademarks and otherwise give effect to the terms and conditions set forth in this Agreement.

3. This Agreement may not be modified, amended or supplemented, and no obligation hereunder may be waived or released, except pursuant to a written instrument signed by the parties hereto.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. No person or entity other than the parties hereto and their respective successors, legal representatives and permitted assigns is or shall be entitled to bring any action to enforce any provisions of this Agreement against any of the parties hereto.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within the State of Delaware. The jurisdiction and venue in any action brought by any party to this Agreement pursuant to this Agreement shall properly and exclusively lie in any federal or state court located in either the county of Duval, Florida or the county of Santa Clara,

California. By execution and delivery of this Agreement, each party hereto irrevocably submits to the jurisdiction of such courts for himself or itself and in respect of his or its property with respect to such action and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available in connection with this Agreement. The parties irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action. The parties further agree that the mailing by certified or registered mail, return receipt requested, to such party's address set forth in Section 6.2 of the Asset Purchase Agreement, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

6. This Agreement is delivered pursuant to the Asset Purchase Agreement and the terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Trademarks, are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Any executed counterpart delivered by facsimile or other means of electronic transmission shall be deemed an original for all purposes.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned parties have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

**ASSIGNOR:**

CLEANSOURCE, INC.

By:   
Name: Gary E. Fredkin  
Title: Chief Executive Officer

**ASSIGNEE:**

INTERLINE BRANDS, INC.

By: 

Name: Kenneth D. Sweder

Title: EVP and Chief Operating Officer

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 004412 FRAME: 0929**

Schedule A

<b>Appl. # / Reg. #</b>	<b>Mark</b>	<b>Owner</b>
75064983 / 2122234	CLEANSOURCE	CleanSource, Inc. <b>Address:</b> CleanSource, Inc. 650 Brannan Street San Jose, CA 95131 United States <b>Legal Entity Type:</b> Corporation <b>State or Country of Incorporation:</b> California
75437246 / 2270441	CLEAN SOURCE (words and design)	CLEANSOURCE, INC.
75436888 / 283778	CLEAN SOURCE	CLEANSOURCE, INC.
75638131 / 2368001	Clean Source	CLEANSOURCE, INC.
75638130 / 2409973	Clean Source	CLEANSOURCE, INC.
75855018 / 2472992	C2 Laboratories	CLEANSOURCE, INC.
77662466 / 3732623	CASTAWAY	CleanSource <b>Address:</b> CleanSource 650 Brennan Street San Jose, CA 95131 United States <b>Legal Entity Type:</b> Corporation <b>State or Country of Incorporation:</b> California
77826066 / None Yet	CASTOFF	CleanSource
77820434 / 3859155	HORSEPOWER	CleanSource
77820432 / 3826390	TKO	CleanSource
7585059 / none	ACHIEVA	CLEANSOURCE, INC.