

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### 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):

Merrill Lynch Capital Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) April 12, 2012

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest in Trademarks
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: HD Supply Repair & Remodel, LLC

Internal Address: Suite 1700

Street Address: 3100 Cumberland Boulevard

City: Atlanta

State: Georgia

Country: USA Zip: 30339

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other limited liability company Citizenship Delaware

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)

B. Trademark Registration No.(s)

See Schedule A of attached Termination and Release of Security Interest in Trademarks document

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: Steven Keslowitz, Esq.

Internal Address: Debevoise & Plimpton LLP

Street Address: 919 Third Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-909-6000

Fax Number: 212-909-6836

Email Address: trademarks@debevoise.com

#### 6. Total number of applications and registrations involved:

45

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,140.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

Deposit Account Number 501997

Authorized User Name Steven Keslowitz

#### 9. Signature:



Signature

4/12/2012

Date

Steven Keslowitz, Esq.  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$1140.00 501997 175302

Item No. 2 – Continuation Sheet  
Name and address of receiving parties

**Creative Touch Interiors, Inc.**

Address: 3100 Cumberland Boulevard, Suite 1700, Atlanta, GA, 30339

Entity Type: Corporation

Citizenship: Maryland

**HSI IP, Inc.**

Address: 3100 Cumberland Boulevard, Suite 1700, Atlanta, GA, 30339

Entity Type: Corporation

Citizenship: Delaware

**ProValue, LLC**

Address: 3100 Cumberland Boulevard, Suite 1700, Atlanta, GA, 30339

Entity type: Limited liability company

Citizenship: Delaware

**White Cap Construction Supply, Inc.**

Address: 3100 Cumberland Boulevard, Suite 1700, Atlanta, GA, 30339

Entity type: Corporation

Citizenship: Delaware

**Williams Bros. Lumber Company, LLC**

Address: 3100 Cumberland Boulevard, Suite 1700, Atlanta, GA, 30339

Entity type: Limited liability company

Citizenship: Delaware

SCHEDULE A

## TRADEMARKS

HD Supply Repair & Remodel, LLC

| TRADEMARK                            | Status     | Ser. No./Reg. No. | App. Date/Reg. Date |
|--------------------------------------|------------|-------------------|---------------------|
| CW CONTRACTORS' WAREHOUSE and Design | Registered | RN: 1,753,027     | 2/16/1993           |

Creative Touch Interiors, Inc.

| TRADEMARK                               | Status     | Ser. No./Reg. No. | App. Date/Reg. Date |
|---|------------|-------------------|---------------------|
| CTE CREATIVE TOUCH EXTERIORS and Design | Registered | RN: 2,991,212     | 9/6/2005            |
| CTI CREATIVE TOUCH INTERIORS and Design | Registered | RN: 2,988,553     | 8/30/2005           |
| CTM CREATIVE TOUCH MAINTENANCE          | Registered | RN: 2,988,552     | 8/30/2005           |

HSI IP, Inc.

| TRADEMARK               | Status     | Ser. No./Reg. No. | App. Date/Reg. Date |
|-------------------------|------------|-------------------|---------------------|
| ASPEN                   | Registered | RN: 2,455,675     | 5/29/2001           |
| BAJA                    | Registered | RN: 2,243,286     | 5/4/1999            |
| BRIGHTON                | Registered | RN: 3,086,948     | 5/2/2006            |
| CHAMPION                | Registered | RN: 2,995,438     | 9/13/2005           |
| CHAMPION METALS         | Registered | RN: 2,948,182     | 5/10/2005           |
| CHAMPION PLUS           | Registered | RN: 2,944,121     | 4/26/2005           |
| CHAMPION VINYL          | Registered | RN: 2,944,120     | 4/26/2005           |
| ELASCO                  | Registered | RN: 1,818,239     | 1/25/1994           |
| ELASCO (stylized)       | Registered | RN: 1,843,279     | 7/5/1994            |
| EDWARDS                 | Registered | RN: 2,983,752     | 8/9/2005            |
| H (and design w/shield) | Registered | RN: 1,078,126     | 11/22/1977          |
| HUGHES                  | Registered | RN: 2,288,983     | 10/26/1999          |
| HUGHES EDWARDS          | Registered | RN: 3,004,848     | 10/4/2005           |
| MARDEN SUSCO            | Registered | RN: 2,991,505     | 9/6/2005            |

| TRADEMARK                                       | Status     | Ser. No./Reg. No. | App. Date/Reg. Date |
|---|------------|-------------------|---------------------|
| MINALOY   | Registered | RN: 1,033,014     | 2/10/1976           |
| MINE TUFF                                       | Registered | RN: 1,381,417     | 2/4/1986            |
| PROFESSIONAL QUALITY. EXCEPTIONAL VALUE.        | Registered | RN: 3,288,848     | 9/4/2007            |
| PROVALUE  | Registered | RN: 2,863,412     | 7/13/2004           |
| RIO   | Registered | RN: 1,929,737     | 10/24/1995          |
| SOLUTIONS. SUPPLY. SERVICE.                     | Registered | RN: 3,054,307     | 1/31/2006           |
| SOME YOU SEE SOME YOU DON'T                     | Registered | RN: 2,597,962     | 7/23/2002           |
| TERMINATOR                                      | Registered | RN: 2,729,726     | 6/24/2003           |
| THE PRODUCTS YOU WANT! THE SERVICE YOU DESERVE! | Registered | RN: 2,514,480     | 12/4/2001           |
| THE SOURCE                                      | Registered | RN: 2,360,623     | 6/20/2000           |

ProValue, LLC

| TRADEMARK | Status     | Ser. No./Reg. No. | App. Date/Reg. Date |
|-----------|------------|-------------------|---------------------|
| PROVALUE  | Registered | RN: 3,545,345     | 12/9/2008           |

White Cap Construction Supply, Inc.

| TRADEMARK                             | Status     | Ser. No./Reg. No. | App. Date/Reg. Date |
|---------------------------------------|------------|-------------------|---------------------|
| BLACK MARLIN                          | Registered | RN: 3,299,068     | 9/25/2007           |
| CONTRACTOR TRADER                     | Registered | RN: 2,997,227     | 9/20/2005           |
| PANEL-PRO                             | Registered | RN: 2,966,934     | 7/12/2005           |
| PANEL-PRO TILT-UP ESTIMATING SOFTWARE | Registered | RN: 2,901,054     | 11/9/2004           |
| PANEL-TRAK                            | Registered | RN: 2,987,418     | 8/23/2005           |
| WC and Design                         | Registered | RN: 2,385,183     | 9/12/2000           |
| WHITE CAP                             | Registered | RN: 3,048,812     | 1/24/2006           |
| WHITE CAP (Stylized)                  | Registered | RN: 3,026,834     | 12/13/2005          |
| WHITE CAP (stylized)                  | Registered | RN: 1,478,065     | 2/23/1988           |
| WHITE CAP CONSTRUCTION SUPPLY         | Registered | RN: 2,927,946     | 2/22/2005           |

Williams Bros. Lumber Company, LLC

| TRADEMARK                       | Status     | Ser. No./Reg. No. | App. Date/Reg. Date |
|---------------------------------|------------|-------------------|---------------------|
| THE NAME PROFESSIONALS BUILD ON | Registered | RN: 3,070,996     | 3/21/2006           |
| WB                              | Registered | RN: 1,297,296     | 9/25/1984           |
| WB                              | Registered | RN: 1,241,620     | 6/7/1983            |
| WB                              | Registered | RN: 1,237,828     | 5/10/1983           |
| WB                              | Registered | RN: 1,297,295     | 9/25/1984           |
| WB                              | Registered | RN:3,185,687      | 12/16/2006          |

**EXECUTION VERSION****TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of April 12, 2012, from Merrill Lynch Capital Corporation, as administrative agent and collateral agent (the "Agent") for the banks and other financial institutions that are parties to the Credit Agreement to the signatories hereto (each, a "Grantor"). Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement (as defined below).

**WITNESSETH:**

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of August 30, 2007, as amended as of November 1, 2007 (the "Guarantee and Collateral Agreement"), made by HD Supply, Inc. and the Subsidiary Grantors in favor of the Agent, each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of the Grantor's Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, in connection with the Guarantee and Collateral Agreement, each Grantor and the Agent entered into a Notice of Grant of Security Interest in Trademarks, which was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel/Frame 003612/0585; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks of each Grantor and Proceeds and products of such Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks of each Grantor and Proceeds and products of such Trademarks pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks of each Grantor (including, without limitation, those items listed on Schedule A hereto under such Grantor's name) and Proceeds and products of such Trademarks, and any right, title or interest of the Agent in

such Trademarks and Proceeds and products of such Trademarks shall hereby cease and become void.

2. Further Assurances. The Agent shall promptly and duly execute and deliver to each Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request for the purpose of obtaining the release of the Security Interest.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MERRILL LYNCH CAPITAL CORPORATION,  
as Administrative Agent and Collateral Agent

By: 

Name: Darleen R Parmelee  
Title: Assistant Vice President

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS