

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
JanPak, Inc.		02/07/2013	CORPORATION: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Interline Brands, Inc.		
Street Address:	701 San Marco Blvd.		
Internal Address:	18th Floor		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32207		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3780306	CLEAN ZONE	
Registration Number:	3511747	DISTINCTIVE, RESPONSIBLE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	9045986212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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/		

OP \$65.00 3780306

Date:

02/19/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is dated as of February 7, 2013 and is made by and between Interline Brands, Inc. ("Assignee"), a New Jersey corporation with offices at 701 San Marco Blvd, Jacksonville, Florida 32207 and JanPak, Inc. ("Assignor"), a West Virginia corporation with offices at 701 San Marco Blvd., Jacksonville, Florida 32207.

Whereas, Assignor is the owner of the marks set forth on Schedule A attached hereto including without limitation, all stylized versions thereof and designs with which such marks have been used by Assignor or its predecessors in interest (together, the "Marks");

Whereas, Assignor has used and is using the Marks in connection with Assignor's business; and

Whereas, Assignee desires to acquire the Marks and all of Assignor's right, title and interest therein and the goodwill of the business with which the Marks are and have been used.

Now therefore, the parties do hereby agree as follows:

1. Assignment. In consideration for payment of TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all right, title and interest of Assignor and/or of Assignor's predecessors in interest, in the rights and property listed below (together the "Assigned Rights"):

- (a) the Marks together with the goodwill of the business with which the Marks are and have been used, and including, without limitation, all common law rights in the Marks;
- (b) all state, federal and foreign applications and registrations for the Marks, including without limitation, Reg. No. 3,511,747 for the mark DISTINCTIVE, RESPONSIBLE SOLUTIONS and Reg. No. 3,780,306 for the mark CLEAN ZONE;
- (c) all domain name registrations containing any of the Marks as all or part thereof;

(d) all rights of any kind whatsoever accruing in or under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(e) any and all claims and causes of action with respect to any of the Assigned Rights, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other foreign, national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership to Assignee of the Assigned Rights, including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations that are to be assigned hereunder to Assignee in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. General.

(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

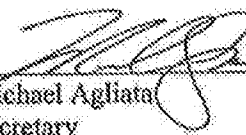
(b) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(c) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or

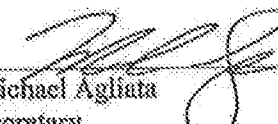
other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

**Interline Brands, Inc., a New Jersey
corporation**

By: 
Michael Agliata
Secretary

**JanPak, Inc., a West Virginia
corporation**

By: 
Michael Agliata
Secretary

Schedule A

JANPAK

JANPAK and design:



CLEAN ZONE (Reg. No. 3,780,306)

DISTINCTIVE, RESPONSIBLE SOLUTIONS (Reg. No. 3,511,747)