

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AmSan, LLC		07/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2565492	AMSAN
Registration Number:	2565493	AMSAN
Registration Number:	2464679	AMSAN
Registration Number:	2541649	AMSAN
Registration Number:	2942331	AMSAN
Registration Number:	2369493	AMSAN
Registration Number:	2078034	MATCRAFTERS
Registration Number:	1768359	GSI
Registration Number:	815665	EASTERDAY
Registration Number:	700279	STERILE
Registration Number:	1227218	TILE KLENZ
Registration Number:	1447483	VANETTES
Registration Number:	1475008	
Registration Number:	1481286	M MAINTENANCE SUPPLY CO. INC.

CH \$540.00 2565492

Registration Number:	3076262	AMSAN
Serial Number:	78674200	AMSAN UNIVERSITY
Serial Number:	78674193	PROFORMA
Serial Number:	78674183	PROFORMA
Serial Number:	78576883	AMSAN E-ACCESS
Serial Number:	78576215	RENOWN
Serial Number:	78976766	RENOWN

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	362788
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/13/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2006, between AMSAN, LLC, a Delaware corporation (the "Company") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to (i) the Guarantee and Collateral Agreement dated as of June 23, 2006, among Interline Brands, Inc., a Delaware corporation ("Holdings"), Interline Brands, Inc., a New Jersey corporation (the "Borrower"), the Subsidiary Parties (as defined therein) and the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") and (ii) the Supplement to the Collateral Agreement dated as of July 3, 2006 (as amended, supplemented or otherwise modified from time to time, the "Supplement" and, together with the Collateral Agreement, the "Security Agreements"). The Lenders 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, National Association, 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 Agreements. The rules of construction specified in Section 1.01(b) of the Collateral 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, the Company, pursuant to the Security Agreements, 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 the Company or in which the Company 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 Agreements. 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 Agreements. The Company 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 Agreements, 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 Agreements, the terms of the Security Agreements shall govern.

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

AMSAN, LLC

by 

Name: Laurence W. Howard

Title: Vice President and Secretary

[[2616858]]

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

by

Neil R. Boylan

Name:

Title:

Neil R. Boylan
Managing Director

[[2616858]]

U.S Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
AMSAN	4/30/02	2,565,492
AMSAN	4/30/02	2,565,493
AMSAN	6/26/01	2,464,679
AMSAN (Logo)	2/19/02	2,541,649
AMSAN (Logo)	4/19/05	2,942,331
AMSAN (Logo)	7/18/00	2,369,493
MATCRAFTERS	7/18/97	2,078,034
GSI	5/4/93	1,768,359
EASTERDAY (Logo)	9/27/66	815,665
STERILE	6/28/60	700,279
TILE KLENZ	2/15/83	1,227,218
VANETTES (Stylized)	7/14/87	1,447,483
Design Mark Consisting of 'Flying Bee' Logo	2/2/88	1,475,008
M MAINTENANCE SUPPLY CO. INC. (Logo)	3/22/88	1,481,286
AMSAN	4/4/06	3,076,262

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
AMSAN UNIVERSITY	7/20/05	78/674,200
PROFORMA	7/20/05	78/674,193
PROFORMA	7/20/05	78/674,183
AMSAN E-ACCESS	2/28/05	78/576,883
RENOWN	2/28/05	78/576,215
RENOWN	2/28/05	78/976,766

State Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>State and Reg. No.</u>
BREAKER PRODUCTS	8/11/92	Florida Reg. No. T-16167
MANNY'S BIG M SANITARY SUPPLY (Logo)	5/1/03	Louisiana Reg. No. RRO 57-793'
M MANNY'S SINCE 1967 (Logo)	5/1/03	Louisiana Reg. No. JNE 57-7935
TASK MASTER	12/5/04	Washington Reg. No. 9,075
VONACHEN-ELTON	11/2/05	Wisconsin
MATCRAFTERS	11/2/05	Wisconsin
BRISSMAN KENNEDY	11/2/05	Wisconsin

<u>Mark</u>	<u>Reg. Date</u>	<u>State and Reg. No.</u>
AMSAN VONACHEN SUPPLY	11/2/05	Wisconsin
AMSAN VONACHEN ELTON	11/2/05	Wisconsin
AMSAN MATCRAFTERS	11/2/05	Wisconsin
AMSAN ELTON SUPPLY	11/2/05	Wisconsin
AMSAN BRISSMAN KENNEDY	11/2/05	Wisconsin
BRISSMAN-KENNEDY	8/18/99	Wisconsin
VONACHEN SERVICE & SUPPLY	8/18/99	Wisconsin