

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eagle Maintenance Supply, Inc.		06/23/2006	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	270 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3643089	EAGLE MAINTENANCE SUPPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0452		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	2123733452		
<b>Email:</b>	rkatz@paulweiss.com, hranucci@paulweiss.com		
<b>Correspondent Name:</b>	Rachel Katz		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	c/o Paul, Weiss, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	16223-010		
<b>NAME OF SUBMITTER:</b>	Rachel Katz		
<b>Signature:</b>	/Rachel Katz/		

CH \$40.00 3643089

**900143935**

**TRADEMARK  
 REEL: 004067 FRAME: 0864**

Date:

09/24/2009

Total Attachments: 3

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARK

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Eagle Maintenance Supply, Inc., a New Jersey corporation (the "Grantor"), with a principal office at 801 W. Bay Street, Jacksonville, Florida 32257, hereby grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with a principal office at 270 Park Avenue, 4<sup>th</sup> Floor, New York, New York 10017, Attn: Peter Predun (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademark, including all appurtenant goodwill of such trademark (the "Mark") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) and products of the Mark and (iii) all other rights and interest that uniquely affect such goodwill.


THIS GRANT is made to secure the satisfactory performance and payment of all the obligations of the Grantor in the Guarantee and Collateral Agreement among Interline Brands, Inc., a Delaware corporation ("Holdings"), Interline Brands, Inc., a New Jersey corporation (the "Borrower"), the Grantor, certain other Subsidiaries of the Borrower, the other assignors from time to time party thereto and the Grantee, dated as of June 23, 2006 (as amended, modified, restated and/or supplemented from time to time, the "the Guarantee and Collateral Agreement"). Upon the occurrence of a termination of obligations as described in Section 7.14 of the Guarantee and Collateral Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademark acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned has executed this Grant as of  
the ~~21~~<sup>24</sup> day of September, 2009.

EAGLE MAINTENANCE SUPPLY, INC.

By:  \_\_\_\_\_

Name: Thomas J. Tossavainen

Title: President

**Schedule A**

**TRADEMARK  
REEL: 004067 FRAME: 0867**

<b>OWNER</b>	<b>MARK</b>	<b>Reg. No</b>	<b>Reg. Date</b>
Eagle Maintenance Supply, Inc.	EAGLE MAINTENANCE SUPPLY	3,643,089	6/23/2009