

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Secured Note Notice and Confirmation of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Peachtree Business Products, LLC		07/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Amerifile, LLC		07/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust, National Association
<b>Street Address:</b>	246 Goose Lane
<b>Internal Address:</b>	Suite 105
<b>City:</b>	Guilford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06437
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2736417	FIDO HOUSE
Registration Number:	3688792	AMERIFILE
Registration Number:	3683191	ESSENTIAL PRODUCTS FOR AN EFFICIENT PRACTICE
Registration Number:	3371018	AMERIFILE
Registration Number:	2311197	WALLSTRETCHER
Registration Number:	2231634	AMERIFILE
Serial Number:	85312225	FIDO FRESHHANDS

**CORRESPONDENCE DATA**

Fax Number: 2129096836

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

CH \$190.00 2736417

*via US Mail.*

Phone: 212-909-6000  
Email: trademarks@debevoise.com  
Correspondent Name: Steven Keslowitz, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: Debevoise & Plimpton LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23392-1200
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	07/27/2012

**Total Attachments: 6**

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**SECOND LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT  
OF SECURITY INTEREST IN TRADEMARKS**

THIS SECOND LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 27, 2012, is made by each of the signatories hereto (each, a "Grantor") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington Trust"), as note collateral agent (in such capacity, the "Second Priority Note Collateral Agent") with respect to the 11% Senior Secured Second Priority Notes due 2020 (the "Second Priority Notes") issued by HD SUPPLY, Inc., a Delaware corporation (the "Issuer") pursuant to the Indenture, dated as of April 12, 2012 (as amended pursuant to the First Supplemental Indenture, dated as of April 12, 2012, and as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Priority Notes Indenture"), among the Issuer, the Subsidiary Guarantors from time to time parties thereto, and Wilmington Trust.

WHEREAS, pursuant to the Assumption Agreement, dated as of July 27, 2012, to the Collateral Agreement, dated as of April 12, 2012 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Priority Note Collateral Agreement"), among the Issuer, certain Subsidiaries of the Issuer and the Second Priority Note Collateral Agent, each Grantor granted to the Second Priority Note Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, subject to the conditions of the Second Priority Notes Indenture, each Grantor agrees, for the benefit of the Second Priority Note Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Priority Notes Indenture and the Second Priority Note Collateral Agreement.

SECTION 2. Confirmation of Security Interest. Each Grantor hereby confirms that pursuant to the Second Priority Note Collateral Agreement, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, it granted to the Second Priority Note Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto under such Grantor's name) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance

when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto or any other Note Security Document in any right, title or interest of such Grantor under or in any Trademark Licenses with Persons other than the Issuer, a Restricted Subsidiary or an Affiliate thereof for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted pursuant to the Second Priority Note Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Priority Note Collateral Agreement. The Second Priority Note Collateral Agreement (and all rights and remedies of the Second Priority Note Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Second Priority Note Collateral Agent with respect to the security interest in the Trademarks are fully set forth in the Second Priority Notes Indenture and the Second Priority Note Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PEACHTREE BUSINESS PRODUCTS,  
LLC

By: Katherine A. Boelte  
Name: Katherine Boelte  
Title: Treasurer

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SIGNATURE PAGE - SECOND LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY  
INTEREST IN TRADEMARKS

TRADEMARK  
REEL: 004831 FRAME: 0034


AMERIFILE, LLC

By: Katherine A. Boelte  
Name: Katherine Boelte  
Title: Treasurer

SIGNATURE PAGE - SECOND LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY  
INTEREST IN TRADEMARKS

TRADEMARK  
REEL: 004831 FRAME: 0035

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as note collateral agent

By:   
Name: **Jane Schweiger**  
Title: **Vice President**

SIGNATURE PAGE - SECOND LIEN SECURED NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY  
INTEREST IN TRADEMARKS

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TRADEMARK  
REEL: 004831 FRAME: 0036

Schedule A

Trademarks

Peachtree Business Products, LLC

TRADEMARK	Status	Reg. No. / App. No.	Reg. Date / App. Date
FIDO HOUSE (and design)	Registered	2736417	July 15, 2003
FIDO FRESHHANDS	Pending	85312225	May 4, 2011

Amerifile, LLC

TRADEMARK	Status	Reg. No.	Reg. Date
AMERIFILE	Registered	3688792	September 29, 2009
ESSENTIAL PRODUCTS FOR AN EFFICIENT PRACTICE	Registered	3683191	September 15, 2009
AMERIFILE	Registered	3371018	January 15, 2008
WALLSTRETCHER	Registered	2311197	January 25, 2000
AMERILFE (and design)	Registered	2231634	March 16, 1999