



01/25/2013



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

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

RECO 103654493
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

01-25-13

1. Name of conveying party(ies):

JanPak, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: West Virginia
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal

Address: _____

Street Address: 300 Galleria Parkway, Suite 800

City: Atlanta

State: Georgia

Country: US

Zip: 30339

Association Citizenship National Banking - US

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

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

Execution Date(s) December 11, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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)

3511747 and 3780306

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Distinctive, Responsible Solutions and Clean Zone

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins LLP

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 81/27/2013 80000057 3511747

Authorized User Name FC:8522

9. Signature:

Julie H. Cooper
Signature

1/23/2013

Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **9**

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
REEL: 004959 FRAME: 0460

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, supplemented or modified from time to time, this "Agreement") is entered into as of December 11, 2012 by and among JanPak, Inc., a West Virginia corporation located at 701 San Marco Boulevard, Jacksonville, Florida 32207 ("Grantor"), and Bank of America, N.A., a national banking association located at 300 Galleria Parkway, Suite 800 Atlanta, Georgia 30339, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for itself and the other Secured Parties (as defined in the Security Agreement referred to below) in connection with the Credit Agreement referred to below.

RECITALS:

WHEREAS, pursuant to the Joinder Agreement, dated as of the date hereof (the "Joinder Agreement"), by and among the Grantor, Interline Brands, Inc., a New Jersey corporation (the "Company"), certain subsidiaries of Holdings (as defined below) and the Administrative Agent under that certain Credit Agreement, dated as of September 7, 2012 (as it may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"), by and among the Company, Interline Brands, Inc., a Delaware corporation ("Holdings"), each subsidiary of the Company listed as a "Borrower" on the signature pages thereto or that subsequently joins as a "Borrower", each entity listed as a "Loan Party" and a "Loan Guarantor" on the signature pages thereto or that subsequently joins as a "Loan Guarantor", the Administrative Agent, and the Lenders from time to time party thereto, the Lenders agreed to extend credit to the Borrowers on the terms and conditions specified therein;

WHEREAS, in accordance with the requirements of the Credit Agreement and in consideration of the credit extended by the Lenders to the Borrowers, including Grantor and certain of its subsidiaries, Grantor has executed and delivered that certain Supplement to Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties, pursuant to which Grantor pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all of its Collateral, including the Trademark Collateral (as defined below), in each case whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located, to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for valuable consideration hereby acknowledged, Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest.

Grantor hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in and Lien upon all of Grantor's right, title and interest in, to and under the following property, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade name or derivations thereof) and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), and the registrations and applications for registration thereof including, but not limited to, U.S. registered trademarks and service marks and U.S. trademarks and service marks applications, set forth on Schedule I hereto;

(b) all goodwill of the business connected with the use of and symbolized by the foregoing;

(c) all renewals of the foregoing;

(d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages, claims and payments for past, present and future infringements thereof;

(e) all rights to sue for past, present and future infringements of the foregoing, including, without limitation, all rights to settle suits involving claims and demands for royalties owing;

(f) all rights corresponding to any of the foregoing throughout the world;

(g) (i) all licensing agreements, consents to use, covenants not to sue or similar arrangements in and to any trademarks, (ii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including without limitation, damages and payments for past, present and future breaches thereof, and (iii) all rights to sue for past, present and future breaches thereof; and

(h) all accessions to, substitutions for and replacements, products, and cash and non-cash proceeds of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations. Notwithstanding the foregoing, the Trademark Collateral shall not include any trademark application filed in the USPTO on the basis of Grantor's intent-to-use such trademark prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and only for so long as, the granting by Grantor of a security interest therein would result in the loss by Grantor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law.

Section 3. Security Agreement.

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Administrative Agent shall determine, in its discretion, which terms shall control.

Section 4. Release.

The Liens granted hereunder shall terminate concomitantly with the Liens granted under the Security Agreement in accordance with its terms.

Section 5. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any Trademark Collateral currently owned by Grantor or any Trademark Collateral acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which Grantor no longer has or claims any right, title or interest.

Section 6. CHOICE OF LAW.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO THE FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

Section 7. Counterparts.


This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including portable document format (".pdf") or similar format) shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

JANPAK, INC., a West Virginia corporation

By:



Name: Michael Agliata

Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:

Name: John M. Olsen

Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004959 FRAME: 0464

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

JANPAK, INC., a West Virginia corporation

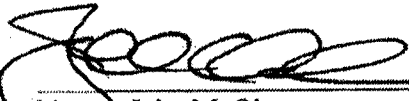
By: _____

Name: Michael Agliata
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____


Name: John M. Olsen
Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004959 FRAME: 0465

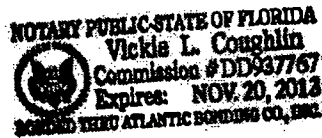
ACKNOWLEDGEMENT OF GRANTOR

STATE OF FLORIDA)
) ss.
COUNTY OF DUVAL)

On this 10th day of December, 2012 before me personally appeared Michael Agliata, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JanPak, Inc., a West Virginia corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public *Vickie L. Coughlin*

My Commission Expires: 11-20-13



ACKNOWLEDGEMENT OF ADMINISTRATIVE AGENT

STATE OF GEORGIA)
) ss.
COUNTY OF COBB)

On this 10 day of December, 2012 before me personally appeared John M. Olsen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bank of America, N.A., a national banking association, who being by me duly sworn did depose and say that he is an authorized officer of said bank, that the said instrument was signed on behalf of said bank as authorized by its bylaws or a resolution of its Board of Directors and that he acknowledged said instrument to be the free act and deed of said bank.

Notary Public Adelaide Etson Engle

My Commission Expires: June 28, 2014

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Registrant	Filing Date	Serial Number	Registration Date	Registration Number
DISTINCTIVE, RESPONSIBLE SOLUTIONS	JanPak, Inc.	February 29, 2008	77410021	October 7, 2008	3511747
CLEAN ZONE	JanPak, Inc.	April 29, 2009	77724942	April 27, 2010	3780306

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