

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Secured Note Termination And Release Of Security Interest in Trademarks		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		01/12/2015	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HDS IP Holding, LLC		
Street Address:	101 Convention Center Drive, Suite 850		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1644947	CROWN BOLT	
Registration Number:	2887975	CLEARCAN	
Registration Number:	2286367	HOUSE-MATES HARDWARE	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Brandon C. Gruner, 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:	Brandon C. Gruner		
SIGNATURE:	/Brandon C. Gruner/		
DATE SIGNED:	01/13/2015		

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Total Attachments: 4

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FIRST LIEN SECURED NOTE TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This FIRST LIEN TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of January 12, 2015, from Wilmington Trust, National Association, as note collateral agent (the "Agent") for the banks and other financial institutions that are parties to the Indenture governing the 5.25% Senior Secured First Priority Notes due 2021 of HD Supply, Inc., to the grantor as set forth in Schedule A hereto (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement, dated as of December 4, 2014, as amended, amended and restated, waived, supplemented or otherwise modified from time to time (the "Collateral Agreement"), made by HD Supply, Inc. and certain of its subsidiaries in favor of the Agent, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including the trademark registrations and applications set forth in Schedule A hereto, and all other rights corresponding thereunder or pertaining thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by, each such trademark (the "Trademarks"), as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor;

WHEREAS, in connection with the Collateral Agreement, the Grantor and the Agent entered into that certain First Lien Secured Note Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of December 4, 2014, which was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel/Frame 5414/0512; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks and Proceeds and products of such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks and Proceeds and products of such Trademarks, and any right, title or interest of the Agent in such Trademarks and Proceeds and products of such Trademarks shall hereby cease and become void.

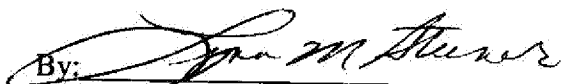
2. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request in writing for the purpose of obtaining the release of the Security Interest.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Agent

By: 

Name: Lynn M. Steiner
Title: Vice President

[SIGNATURE PAGE – FIRST LIEN SECURED NOTE TERMINATION AND
RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005440 FRAME: 0383

SCHEDULE A

TRADEMARKS

HDS IP Holding, LLC

TRADEMARK	Status	Ser. No./Reg. No.	App. Date/Reg. Date
CROWN BOLT	Registered	RN: 1,644,947	5/21/1991
CLEARCAN	Registered	RN: 2,887,975	9/21/2004
HOUSE-MATES HARDWARE	Registered	RN: 2,286,367	10/12/1999