

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Secured Note Termination And Release Of Security Interest In Trademarks		
<b>SEQUENCE:</b>	4		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association		01/12/2015	national association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HDS IP Holding, LLC		
<b>Street Address:</b>	101 Convention Center Drive, Suite 850		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89109		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1644947	CROWN BOLT	
<b>Registration Number:</b>	2887975	CLEARCAN	
<b>Registration Number:</b>	2286367	HOUSE-MATES HARDWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Brandon C. Gruner, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	23392-1200		
<b>NAME OF SUBMITTER:</b>	Brandon C. Gruner		
<b>SIGNATURE:</b>	/Brandon C. Gruner/		
<b>DATE SIGNED:</b>	01/13/2015		

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**Total Attachments: 4**

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

This SECOND 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 11% Senior Secured Second Priority Notes due 2020 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 April 12, 2012, 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 Second Lien Secured Note Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of April 12, 2012, which was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel/Frame 4756/0660; 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.

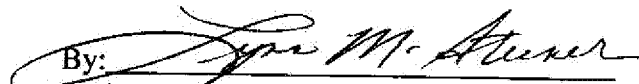
2. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request in writing for the purpose 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 – SECOND LIEN SECURED NOTE TERMINATION AND  
RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK  
REEL: 005440 FRAME: 0393

SCHEDULE A

TRADEMARKS

HDS IP Holding, LLC

<b>TRADEMARK</b>	<b>Status</b>	<b>Ser. No./Reg. No.</b>	<b>App. Date/Reg. Date</b>
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