# OP \$65.00 3511747

ETAS ID: TM352832

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date Entity Type	
BANK OF AMERICA, N.A.		08/24/2015	national banking association:

### **RECEIVING PARTY DATA**

Name:	JanPak, LLC
Also Known As:	JanPak, Inc.
Street Address:	701 San Marco Boulevard
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32207
Entity Type:	LIMITED LIABILITY COMPANY: WEST VIRGINIA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	3511747	DISTINCTIVE, RESPONSIBLE SOLUTIONS	
Registration Number:	3780306	CLEAN ZONE	

#### CORRESPONDENCE DATA

**Fax Number:** 2027875520

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.

**Phone:** 2027875521

Email: ilona@morriskamlay.com
Correspondent Name: Morris & Kamlay LLP
Address Line 1: 1150 18th St., NW

Address Line 2: Suite 575

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	505200-502250
NAME OF SUBMITTER:	Edward W. Yee
SIGNATURE:	/Edward W. Yee/
DATE SIGNED:	08/26/2015

## **Total Attachments: 4**

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# RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 24th day of August, 2015, by BANK OF AMERICA, N.A., a national banking association located 300 at Galleria Parkway. Suite 800. Atlanta, Georgia 30339, in its capacity as administrative agent (in such capacity, "Administrative Agent") for itself and the other Secured Parties (as defined in the Security Agreement referred to below) in connection with the Credit Agreement dated as of September 7, 2012 (as heretofore amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Interline Brands, Inc., a New Jersey corporation located at 701 San Marco Boulevard. Jacksonville, Florida 32207 ("Interline Brands"), Interline Brands, Inc., a Delaware corporation ("Holdings"), each subsidiary of Interline Brands listed as a "Borrower" on the signature pages thereto or that subsequently joined as a "Borrower", each entity listed as a "Loan Party" and a "Loan Guarantor" on the signature pages thereto or that subsequently joined as a "Loan Guarantor", Administrative Agent, and the Lenders (as defined in the Credit Agreement) party thereto

WHEREAS, reference is made to that certain (i) Pledge and Security Agreement dated as of September 7, 2012 (as heretofore amended, restated, supplemented or otherwise modified, the "Security Agreement"), by Holdings, Interline Brands, certain subsidiaries of Interline Brands from time to time party thereto, including JanPak, LLC, a West Virginia limited liability company (formerly known as JanPak, Inc.) located at 701 San Marco Boulevard, Jacksonville, Florida 32207 ("Grantor"), in favor of Administrative Agent for the ratable benefit of the Secured Parties and (ii) Trademark Security Agreement dated December 11, 2012 (as heretofore amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), by and between Grantor and Administrative Agent;

WHEREAS, under the Trademark Security Agreement, Grantor pledged and granted to Administrative Agent a continuing security interest in and Lien (as defined in the Security Agreement) upon all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark Collateral identified therein and set forth on Schedule A attached hereto;

WHEREAS, the Administrative Agent's security interest was recorded at the United States Patent and Trademark Office on January 25, 2013, at Reel 4959, and Frame 0460; and

WHEREAS, the Administrative Agent has agreed to terminate, release and discharge its security interest in and Lien upon all of the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby releases, discharges, cancels and terminates (i) the Trademark Security Agreement and (ii) all of its security interest in and Liens upon all of Grantor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademark Collateral set forth on the schedule attached hereto, and any and all other security interests or liens on Grantor's right, title and interest in, to and under the

Trademark Collateral that the Administrative Agent or its predecessors, successors, assigns and transferees may have arising under the Trademark Security Agreement or the Security Agreement.

The Administrative Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

This Release 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.

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IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed by its authorized officer as of the day and year first written above.

BANK OF AMERICA, N.A.

Name: John Visen

Title: Scalor Vice President

SIGNATURE PAGE TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

# SCHEDULE A

# TRADEMARK COLLATERAL

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

**RECORDED: 08/26/2015**