

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Secured Note Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		10/05/2015	bank: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4538054	GRIDADVANCE	
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:	Ann Stillman, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24937-1000		
NAME OF SUBMITTER:	Ann Stillman		
SIGNATURE:	/Ann Stillman/		
DATE SIGNED:	10/05/2015		
Total Attachments: 4			
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SECOND LIEN SECURED NOTE TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This SECOND LIEN SECURED NOTE TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of October 5, 2015, from Wilmington Trust, National Association, as trustee (the "Trustee") and note collateral agent (the "Collateral Agent") under the Second Lien Indenture, dated as of April 12, 2012 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Second Lien Indenture"), among HD Supply, Inc., a Delaware corporation, the Trustee, the Collateral Agent and the other parties thereto, to HDS IP Holding, LLC (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Second Lien 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 "Second Lien Collateral Agreement"), made by HD Supply, Inc. and certain of its subsidiaries in favor of the Collateral Agent, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of the Grantor's Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, in connection with the Second Lien Collateral Agreement, the Grantor and the Collateral Agent entered into a certain Second Lien Secured Note Notice and Confirmations of Grant of Security Interest in Trademarks, which was recorded in the Trademark Division of the United States Patent and Trademark Office on December 5, 2014 at Reel/Frame 5414/0534; and

WHEREAS, in connection with an asset sale, HD Supply, Inc. has requested that the Collateral Agent terminate and release its Security Interest in certain Trademarks of the Grantor 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 Collateral Agent hereby states as follows:

1. Termination and Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademarks of the Grantor listed on Schedule A hereto and Proceeds and products of such Trademarks (the “Released Collateral”), and any right, title or interest of the Collateral Agent in such Trademarks and Proceeds and products of such Trademarks shall hereby cease and become void.

2. Further Assurances. The Collateral 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 related to the Released Collateral.

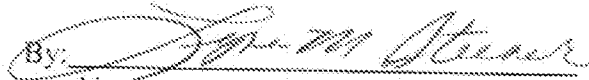
3. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

* * *

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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 Collateral Agent

By: 

Name: Lynn M. Steiner
Title: Vice President

SCHEDULE A

TRADEMARKS

HDS IP Holding, LLC

TRADEMARK	Status	Ser. No./Reg. No.	App. Date/Reg. Date
GRIDADVANCE	Registered	RN: 4538054	5/27/2014