

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement - ABL Facility

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Orchard Supply Hardware LLC		06/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as ABL administrative agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	A National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2776948	BRIDGEWATER
Registration Number:	2200708	COMPLETE HARDWARE & GARDEN
Registration Number:	2704813	LAS SOLUCIONES EXISTEN. !NOSOTROS TE AYUDAMOS A ENCONTRARLAS!
Registration Number:	2967061	LIFETIME PLANT GUARANTEE
Registration Number:	2775762	ORCHARD SUPPLY HARDWARE
Registration Number:	2766925	OSH
Registration Number:	2638912	OSH ORCHARD SUPPLY HARDWARE
Registration Number:	2683582	THE ANSWERS ARE OUT THERE. WE'LL HELP YOU FIND THEM.
Registration Number:	3071123	PACIFIC BAY
Registration Number:	3200849	BLUE RIDGE
Registration Number:	3478057	SWEET SAN CARLOS
Registration Number:	3478056	ORCHARD'S PRIDE

CH \$340.00 2776948

900138785

**TRADEMARK
 REEL: 004025 FRAME: 0520**

Registration Number:

3511974

ORCHARD SUPER HARDWARE

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: brian.drozda@weil.com

Correspondent Name: Brian C. Drozda

Address Line 1: Weil Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

55160-0006 B. DROZDA

NAME OF SUBMITTER:

Brian C. Drozda

Signature:

/Brian C. Drozda/

Date:

07/16/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2009, is made by Orchard Supply Hardware LLC (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "ABL Administrative Agent") for the Lenders, and JPMorgan as collateral agent (in such capacity, the "Collateral Agent") for the Lenders.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Senior Secured Credit Agreement, dated as of December 21, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, those certain subsidiaries of Holdings parties thereto, the Lenders and Issuing Bank from time to time party thereto, the ABL Administrative Agent and the Collateral Agent, the Lenders and Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Amended and Restated Pledge and Security Agreement, dated as of December 21, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "ABL Loan Security Agreement"), among the Borrower, Holdings and OSH Finance Corporation pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and to induce the Lenders, Issuing Bank and the ABL Administrative Agent to enter into the Credit Agreement and to induce the Lenders and Issuing Bank to make their respective extensions of credit to the Borrower thereunder, the Grantor agrees with the ABL Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the ABL Loan Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the ABL Administrative Agent for the benefit of itself and the Lenders a Lien (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto (the "Trademark Collateral").

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the ABL Loan Security Agreement and is expressly subject to the terms and conditions thereof. The ABL Loan Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. ABL Loan Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the ABL Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the ABL Loan Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the ABL Loan Security Agreement, the terms of the ABL Loan Security Agreement shall govern.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ORCHARD SUPPLY HARDWARE LLC
as Grantor

By 
Name: Roger L. Smith
Title: Vice President, General Counsel +
Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as ABL Administrative Agent

By: 
Name: **BARRY BERGMAN**
Title: **MANAGING DIRECTOR**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Bridgewater	October 21, 2003	2,776,948
Complete Hardware & Garden	October 27, 1998	2,200,708
Las Soluciones Existen. Nosotros Te Ayudamos A Encontrarlas	April 8, 2003	2,704,813
Lifetime Plant Guarantee & Design	July 12, 2005	2,967,061
Orchard Supply Hardware	October 21, 2003	2,775,762
OSH	September 23, 2003	2,766,925
OSH Orchard Supply Hardware & Design	October 22, 2002	2,638,912
The Answers Are Out There. We'll Help You Find Them	November 12, 2002	2,683,582
Pacific Bay	March 21, 2006	3,071,123
Blue Ridge	January 23, 2007	3,200,849
Sweet San Carlos	July 29, 2008	3,478,057
Orchard's Pride	July 29, 2008	3,478,056
Orchard Super Hardware	October 7, 2008	3,511,974

B. LICENSES

None

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