

08-10-1999

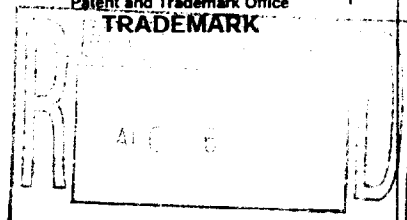


8.6.99

RECC

101111655

T



TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
05 27 1997

Conveying Party

Mark if additional names of conveying parties attached

Name Strategic Supply, Inc. Execution Date Month Day Year 05 27 1997

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name DXP Acquisition, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 580 Westlake Park Blvd., Ste. 1100

Address (line 2) _____

Address (line 3) Houston TX 77075

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Nevada

FOR OFFICE USE ONLY

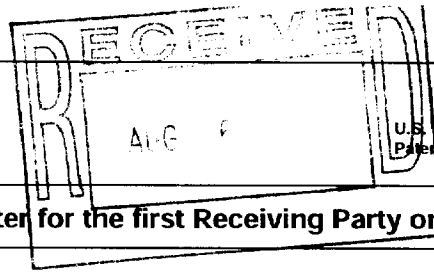
08/09/1999 MTHAI1 00000341 1875760

01 FC:481 40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001941 FRAME: 0522



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,875,760"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ben D. Tobor

8/3/99

Name of Person Signing

Signature

Date Signed

ASSET PURCHASE AGREEMENT

AMONG

**STRATEGIC SUPPLY, INC., COULSON TECHNOLOGIES, INC.
AND STRATEGIC DISTRIBUTION, INC.**

AND

**DXP ACQUISITION, INC. AND DXP ENTERPRISES, INC.
(PREVIOUSLY INDEX, INC.)**

HOU04:60496.8

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into May 27, 1997, by and among:

STRATEGIC SUPPLY, INC. ("Seller"), a Delaware corporation, COULSON TECHNOLOGIES, INC. ("Coulson"), a Delaware corporation, STRATEGIC DISTRIBUTION, INC. ("SDI"), a Delaware corporation; and

DXP ACQUISITION, INC. doing business as STRATEGIC ACQUISITION, INC. ("Purchaser" or "Newco"), a Nevada corporation, and DXP ENTERPRISES, INC. ("DXP") (previously Index, Inc), a Texas corporation.

RECITALS

Seller desires to sell to the Purchaser the Business and the Assets (as hereinafter defined), and Purchaser desires to purchase the Business and Assets, upon the terms and conditions hereinafter set forth.

AGREEMENTS

In consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I DEFINED TERMS

1.1 Definitions. For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings ascribed to them in this Article or in the Sections referred to below:

"Accounts" has the meaning set out in Section 2.1(B)(12).

"Affiliate" means any Person that, directly or indirectly, controls, or is controlled by or under common control with, another Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), as used with respect to any Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" has the meaning set out in the first paragraph hereof.

- D. Unless specifically otherwise noted, references to statutes by popular names are references to the United States Code Annotated, including the regulations promulgated thereunder, and all amendments thereof.

ARTICLE II
AGREEMENT OF SALE AND PURCHASE

2.1 Agreement to Purchase and Sell.

- A. On and subject to the terms and conditions of this Agreement, Seller and Coulson agree to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase from Seller and Coulson, the assets, rights, franchises and properties described in Section 2.1(B) (all such assets, rights, franchises and properties being herein collectively referred to as the "Assets" and individually referred to as an "Asset") free and clear of all Liens other than Permitted Encumbrances; provided, however, that the Assets shall not include the Excluded Assets.
- B. Subject to Section 2.1(C), the Assets shall consist of all assets of Seller and Coulson at the Effective Time of Closing described in the following clauses (1) through (20):

(4)

(5)

(6)

(7) Intangible Assets. All right, title and interest of Seller and Coulson in, to and under all patents, trademarks, technology, know-how, data, copyrights, trade names, service marks, licenses, covenants by others not to compete, rights and privileges used exclusively in the conduct of the Business (the "Marks") and the right to recover for infringement thereon and all goodwill associated with the Business in connection with which the Marks are used, all as listed in Appendix 2.1(B)(7) to the Seller's Disclosure Letter (the "Intangible Assets").

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

PURCHASER:

STRATEGIC ACQUISITION, INC.

By: Gary A Allcorn
Name: Gary A. Allcorn
Title: Senior Vice President - Finance

DXP:

DXP ENTERPRISES, INC. (Previously
INDEX, INC.)

By: Gary A. Allcorn
Name: Gary A. Allcorn
Title: Senior Vice President - Finance

SELLER:

STRATEGIC DISTRIBUTION, INC.

By: Andrew M Bursky
Name: Andrew M. Bursky
Title: Chairman

STRATEGIC SUPPLY, INC.

By: Andrew M Bursky
Name: Andrew M. Bursky
Title: Chairman

COULSON TECHNOLOGIES, INC.

By: Andrew M Bursky
Name: Andrew M. Bursky
Title: Chairman

Appendix 2.1(B)(7)
Intangibles

Trademarks - U.S. Patent/Trademark Office

SAFETYMASTER - Registered 1/24/95
Registration No. 1,875,760

SAFETYMASTER - Registered 12/15/92
Registration No. 1,740,448