

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Asset Purchase Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Safety International, Inc. | | 10/11/2006 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | DXP Enterprises, Inc. | | |
| Street Address: | 7272 Pinemont | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77040 | | |
| Entity Type: | CORPORATION: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1142129 | S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (713)754-7575 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 7133743575 | | |
| Email: | sanderj@gtlaw.com | | |
| Correspondent Name: | Jason P. Sander | | |
| Address Line 1: | 1000 Louisiana Street, Suite 1700 | | |
| Address Line 4: | Houston, TEXAS 77002 | | |
| ATTORNEY DOCKET NUMBER: | 105308.000024/US | | |
| NAME OF SUBMITTER: | Jason P. Sander | | |
| Signature: | /Jason P. Sander/ | | |
| Date: | 10/07/2010 | | |

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Total Attachments: 6

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 11th day of October, 2006, by and between SAFETY INTERNATIONAL, INC., a Texas corporation Safety Wrench Nipple-Up Service, Inc., Safety Consultants, Inc., Safety Compliance Rental, Inc. and Safety Educational SPECIALISTS, Inc. (collectively the "Seller"), the SHAREHOLDER and DXP ENTERPRISES, INC., a Texas corporation (the "Buyer").

WITNESSETH:

WHEREAS, the Seller desires to transfer to the Buyer the Business and certain of the properties, assets and liabilities related to the Business, and the Buyer desires to acquire such Business, properties and assets and assume such liabilities, all upon the terms and subject to the conditions set forth herein; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and agreements, all as more fully set forth below;

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

PURCHASE AND SALE OF ASSETS

Section 1.1. Transferred Assets.

(a) Subject to the terms and conditions of this Agreement and in consideration of the obligations of the Buyer as provided herein, and except as otherwise provided in Section 1.2 hereof, at the Closing, the Seller shall sell, assign, transfer, grant, bargain, deliver and convey to the Buyer, free and clear of all Liens, the Seller's entire right, title and interest in, to and under the Business, as a going concern, and all assets owned or used by the Seller in connection with or arising out of the Business of every type and description, tangible and intangible, wherever located and whether or not reflected on the books and records of the Seller (all of such assets, properties, rights and business being hereinafter sometimes collectively referred to as the "Transferred Assets"), including, but not limited to,

- (i) the Equipment, including the Equipment set forth in Schedule 1.1 hereto;

- (ii) all Inventories, including the Inventories set forth in Schedule 1.1 hereto;
- (iii) the accounts receivable set forth in Schedule 1.1 hereto (the "Accounts Receivable");
- (iv) the Proprietary Information, including the names Safety International, Safety Wrench Nipple-Up Service, Safety Consultants, Safety Compliance Rental, Safety Educational SPECIALISTS or any derivative thereof and the names of the customers of the Business set forth in Schedule 1.1(iv);
- (v) subject to Sections 1.1(b) and 1.1(c) hereof, the benefit of all unfilled or outstanding purchase orders, sales contracts, other commitments, contracts and engagements to which the Seller is entitled at the Closing and which relate to the Business (the "Entitlements");
- (vi) the leasehold estate created in the Lease Agreement attached hereto as Schedule 1.1(vi) hereto as to the Facility located at 2348 E. I-20 South Service Road, Odessa, Texas, as further described in the lease agreement attached hereto as Schedule 1.1(vi) hereto;
- (vii) all prepaid expenses and deposits made by the Seller shown on Seller's financial statements relating to the Transferred Assets and the Business and as set forth in Schedule 1.1(vii);
- (viii) any goodwill associated with the Transferred Assets and the Business; and
- (ix) any goodwill of the Shareholder, associated with the Transferred Assets and the Business.

(b) The Seller shall use its best efforts to obtain such consents of third parties as are necessary for the assignment of the Transferred Assets. To the extent that any of the Transferred Assets are not assignable by the terms thereof or consents to the assignment thereof cannot be obtained as herein provided, the Transferred Assets shall be held by the Seller in trust for the Buyer and shall be performed by the Buyer in the name of the Seller and all benefits and obligations derived thereunder shall be for the account of the Buyer, *provided, however*, that where entitlement of the Buyer to such Transferred Assets hereunder is not recognized by any third party, the Seller shall, at the request of the Buyer, enforce in a reasonable

manner, at the cost of and for the account of the Buyer, any and all rights of the Seller against such third party.

(c) Schedule 1.1 identifies the location, if ascertainable, of all of the scheduled Transferred Assets and the locations in which Transferred Assets that are not scheduled are located. The Seller shall for a reasonable period following the Closing Date provide the Buyer with access to all locations in which the Transferred Assets may be located so as to permit the Buyer to take physical possession of such Transferred Assets or to arrange for the storage or transfer of such Transferred Assets. The Seller shall also notify each Person which may have possession of the Transferred Assets at the Closing of the transfer of such Transferred Assets to the Buyer.

Section 1.2. Excluded Assets. There shall be excluded from the assets, properties, rights and business to be transferred to the Buyer hereunder only those assets of the Seller listed or described on Schedule 1.2 hereto, which includes cash, the Facility, certain paintings and art work, and other personal effects belonging to individual employees which do not belong to Seller. (the "Excluded Assets").

Section 1.3. Purchase Price.

(a) In consideration of the transfer to the Buyer of the Transferred Assets, the Buyer shall (i) pay to the Seller an amount in cash equal to the Cash Purchase Price, (ii) assume (x) the payment obligations of the Seller with respect to all Trade Payables, sales taxes, payroll taxes and vehicle notes shown on the financial statements of the Seller as of the Closing and (y) the obligations of the Seller under the express written terms of the Entitlements to the extent and only to the extent such obligations are not Pre-Closing Obligations (the "Assumed Liabilities"). The Cash Purchase Price and the Assumed Liabilities are herein collectively referred to as the "Purchase Price".

(b) At the Closing, the Buyer shall pay to the Shareholder by wire transfer of same day funds an amount equal to the Cash Purchase Price.

Section 1.4. Intentionally Omitted.

Section 1.5. Liabilities Not Assumed by the Buyer. Except for the Assumed Liabilities and as provided in Section 7.9 hereof, the Seller shall pay and discharge in due course all of its liabilities, debts and obligations, whether known or unknown, now existing or hereafter arising, contingent or liquidated, including, without limitation, those listed in Schedule 1.5 (the "Retained Liabilities"), and the Buyer shall not assume, or in any way be liable or responsible for, any of such Retained Liabilities. Without limiting the generality of the foregoing, the Retained Liabilities shall include the following:

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obligees of any indebtedness of any party hereto, it being the intention of the parties hereto that no Person shall be deemed a third party beneficiary of this Agreement, except to the extent a third party is expressly given rights herein.

Section 15.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15.11. Headings. Each statement set forth in the Disclosure Schedule with respect to a particular section herein shall be deemed made solely with respect to such section and not with respect to any other section hereof unless specifically set forth in the Disclosure Schedule as also being made with respect to such other section. The headings of the Articles and sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Agreement.

Section 15.12. Negotiated Transaction. The provisions of this Agreement were negotiated by the parties hereto, and this Agreement shall be deemed to have been drafted by all of the parties hereto.

Section 15.13. Negotiation with Others. The Seller agrees that from the date hereof until the Closing Date or the termination of this Agreement pursuant to Article XIII, it will not, directly or indirectly, negotiate with any Person not a party hereto or not affiliated with a party hereto with respect to a merger, consolidation, asset purchase or any similar transaction with any such Person.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SELLER:

SAFETY INTERNATIONAL, INC.

By: 

Mark Graves, President

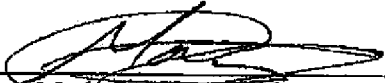
SUBSIDIARIES for themselves and as Seller:

SAFETY WRENCH NIPPLE-UP SERVICE, INC.

By: 

Mark Graves, President

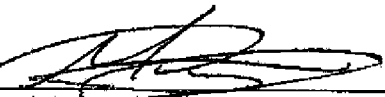
SAFETY CONSULTANTS, INC.

By: 
Mark Graves, President

SAFETY COMPLIANCE RENTAL, INC.

By: 
Mark Graves, President

SAFETY EDUCATIONAL SPECIALISTS, INC.

By: 
Mark Graves, President

SHAREHOLDER:


Phillip Graves

BUYER:

DXP ENTERPRISES, INC.

By: 
David R. Little, CEO