

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KLX Inc.		12/16/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JP MORGAN CHASE BANK, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2351855	DIRECTSTOCK	
Registration Number:	3238089	FUTURECAST	
Registration Number:	2736139	M & M AEROSPACE HARDWARE	
Registration Number:	2739777	MM	
Registration Number:	2461254	THE ONE STOP SOURCE INTERTURBINE LOGISTI	
Serial Number:	86358663	KLX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-732-2502		
Email:	ib.collateral.services@jpmchase.com		
Correspondent Name:	JP Morgan Chase		
Address Line 1:	10 South Dearborn Street, Floor L-2		
Address Line 2:	WLO- IB Collateral Servicing		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Carlu Franceschini		
SIGNATURE:	/CF/		
DATE SIGNED:	03/10/2015		

OP \$165.00 2351855

Total Attachments: 6

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Intellectual Property Security Agreement

This Intellectual Property Security Agreement (this "IP Security Agreement"), dated as of December 16, 2014 (the "Effective Date"), is made by KLX Inc., a Delaware corporation (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (the "Grantee").

WHEREAS, the Grantor, the Grantee and certain other parties have entered into that certain Pledge and Security Agreement, dated as of December 16, 2014 (as amended, modified or supplemented from time to time, the "Pledge and Security Agreement"). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Pledge and Security Agreement.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted to the Grantee, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Grantee, for the ratable benefit of the Secured Parties, a security interest in the Grantor's right, title and interest in and to the following:

- (i) each of the United States patents and patent applications set forth on Schedule A hereto (the "Patents");
- (ii) each of the United States trademark registrations and trademark applications set forth on Schedule B hereto (the "Trademarks"); and
- (iii) any and all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or Trademark, or for injury to the goodwill associated with any Trademark.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to those set forth in the Pledge and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with a provision in the Pledge and Security Agreement, the provision of the Pledge and Security Agreement shall govern.

SECTION 4. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

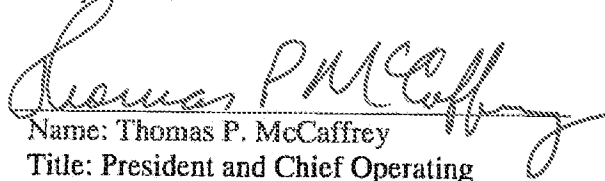
SECTION 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this IP Security Agreement as of the Effective Date.

KLX INC., as Grantor

By:


Name: Thomas P. McCaffrey
Title: President and Chief Operating
Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent, as Grantee

By: 
Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

Schedule A

PATENTS AND PATENT APPLICATIONS

Grantor	Title	Patent No.	Issue Date	Country
KLX Inc.	System and method for outsource supplier management	7,725,370	May 25, 2010	USA

Schedule B

TRADEMARKS

Grantor	Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
KLX Inc.	DIRECTSTOCK	USA	Registered	75/747617	06-Jul-1999	2351855	23-May-2000
KLX Inc.	FUTURECAST	USA	Registered	78/545610	11-Jan-2005	3238089	01-May-2007
KLX Inc.	M & M AEROSPACE HARDWARE	USA	Registered	76/383934	14-Mar-2002	2736139	15-Jul-2003
KLX Inc.	Miscellaneous Design (M M w/Lightning Bolt) 	USA	Registered	76/383933	14-Mar-2002	2739777	22-Jul-2003
KLX Inc.	THE ONE STOP SOURCE INTERTURBINE LOGISTIK and Design 	USA	Registered	75/883990	30-Dec-1999	2461254	19-June-2001

Grantor	Mark	Application No.	Filing Date	Country
KLX Inc.	KLX	86/358663	August 6, 2014	USA