

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400099

|   |  |                             |  |
|---|--|-----------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                             |  |
| <b>NATURE OF CONVEYANCE:</b>  | Intellectual Property Security Agreement       |                             |  |
| <b>CONVEYING PARTY DATA</b>   |  |                             |  |
| <b>Name</b>   | <b>Formerly</b>                                | <b>Execution Date</b>       | <b>Entity Type</b>                     |
| Herndon Products, LLC   |  | 07/15/2016                  | Limited Liability Company:<br>MISSOURI |
| <b>RECEIVING PARTY DATA</b>   |  |                             |  |
| <b>Name:</b>  | JPMorgan Chase Bank, N.A., as Collateral Agent |                             |  |
| <b>Street Address:</b>  | 10 S. Dearborn, 7th Floor                      |                             |  |
| <b>City:</b>  | Chicago  |                             |  |
| <b>State/Country:</b>   | ILLINOIS                                       |                             |  |
| <b>Postal Code:</b>   | 60603  |                             |  |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES    |                             |  |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                             |  |
| <b>Property Type</b>  | <b>Number</b>                                  | <b>Word Mark</b>            |  |
| <b>Registration Number:</b>   | 4985354  | HERNDON AEROSPACE & DEFENSE |  |
| <b>Registration Number:</b>   | 4795046  | HERNDON PRODUCTS            |  |
| <b>Registration Number:</b>   | 4795047  |                             |  |
| <b>Registration Number:</b>   | 4678453  | PERMA-PLUG                  |  |
| <b>Registration Number:</b>   | 3343678  | PERMA-RIVET                 |  |
| <b>Registration Number:</b>   | 1777015  | PERMA-COIL                  |  |
| <b>CORRESPONDENCE DATA</b>  |  |                             |  |
| <b>Fax Number:</b>  | 2124552502                                     |                             |  |
| <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> |  |                             |  |
| <b>Phone:</b>   | (212) 455-2128                                 |                             |  |
| <b>Email:</b>   | ksolomon@stblaw.com                            |                             |  |
| <b>Correspondent Name:</b>  | Derek Stueben, Esq.                            |                             |  |
| <b>Address Line 1:</b>  | Simpson Thacher & Bartlett LLP                 |                             |  |
| <b>Address Line 2:</b>  | 425 Lexington Avenue                           |                             |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10017                       |                             |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 509265/1914                                    |                             |  |
| <b>NAME OF SUBMITTER:</b>   | Derek Stueben                                  |                             |  |
| <b>SIGNATURE:</b>   | /ds/   |                             |  |

CH \$165.00 4985354

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 09/28/2016 |
|---------------------|------------|

**Total Attachments: 5**

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**Herndon Products, LLC****Intellectual Property Security Agreement**

This Intellectual Property Security Agreement (this "IP Security Agreement"), dated as of 3A-15, 2016, 2016 (the "Effective Date"), is made by Herndon Products, LLC, a Missouri limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (the "Grantee").

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of May 19, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between KLX Inc., a Delaware corporation ("KLX") and parent of the Grantor, the several Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent for the Lenders and as U.S. Collateral Agent, J.P. Morgan Europe Limited, as European Collateral Agent, the Syndication Agents party thereto and the Documentation Agents party thereto (each as defined in the Credit Agreement), the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to KLX upon the terms and subject to the conditions set forth therein.

WHEREAS, KLX, the Grantee and certain other parties have entered into that certain Pledge and Security Agreement, dated as of May 19, 2015 (the "Original Pledge and Security Agreement"), as amended, including pursuant to the Credit Party Accession Agreement dated as of July 15, 2016 between the Grantor and the Grantee, pursuant to which the Grantor agreed to be obligated and bound as a "Pledgor" by all of the terms and provisions of the Original Pledge and Security Agreement (the Original Pledge and Security Agreement, as so amended, is herein referred to as 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 trademark registrations and trademark applications set forth on Schedule A hereto (the "Trademarks"); and
- (ii) all proceeds, supporting obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, including any claim by the Grantor against third parties for past, present or future

infringement of any Trademark, or for injury to the goodwill associated with any Trademark.

SECTION 2. Recordation. The Grantor authorizes and requests that 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. The Pledge and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. 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.

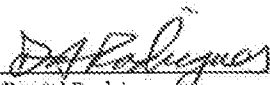
SECTION 4. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

HERNDON PRODUCTS, LLC, as Grantor

By:   
Name: Daniel Rodriguez  
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Grantee

By: \_\_\_\_\_  
Name:  
Title:

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

HERNDON PRODUCTS, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A., as Grantee

By: Cristina Carmon  
Name: Cristina Carmon  
Title: Vice President

Schedule A

TRADEMARKS

| Title                          | Registration No. | Registration Date |
|--------------------------------|------------------|-------------------|
| HERNDON AEROSPACE<br>& DEFENSE | 4,985,354        | June 21, 2016     |
| HERNDON PRODUCTS               | 4,795,046        | August 18, 2015   |
| Stylized B-2 bomber design     | 4,795,047        | August 18, 2015   |
| PERMA-PLUG                     | 4,678,453        | January 27, 2015  |
| PERMA-RIVET                    | 3,343,678        | November 27, 2007 |
| PERMA-COIL                     | 1,777,015        | June 15, 1993     |