

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MT Supply, Inc.		09/30/2016	Corporation: CALIFORNIA
Power Service, Inc.		09/30/2016	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1000 Louisiana Street		
Internal Address:	9th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86638192	MACHINE TOOLS SUPPLY	
Serial Number:	86861099	PS POWER SERVICE, INC.	
CORRESPONDENCE DATA			
Fax Number:	2125086101		
<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:	(713)221-3306		
Email:	docketing@bracewellllaw.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208		
NAME OF SUBMITTER:	Eric Holland, Esq.		
SIGNATURE:	/Eric Holland/		
DATE SIGNED:	10/06/2016		
Total Attachments: 6			
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TRADEMARK

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**SUPPLEMENT NO. 1 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Supplement No. 1 to Patent and Trademark Security Agreement dated as of September 30, 2016 (this “**Supplement**”) is made by MT Supply, Inc. and Power Service, Inc. (the “**Grantors**” and individually a “**Grantor**”) and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the PTS Agreement (as defined below) and the Pledge and Security Agreement (as defined below), as applicable.

Preliminary Statement

Reference is made to that certain (i) Credit Agreement dated as of April 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among NOW Inc., a Delaware corporation (the “**Borrower**”), the lenders party thereto from time to time, the Administrative Agent, as issuing lender and as US swingline lender, (ii) Pledge and Security Agreement dated as of January 20, 2016 (as the same may be amended and in effect from time to time, the “**Pledge and Security Agreement**”) among the grantors party thereto from time to time in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as defined therein), (iii) Supplement No. 1 to Pledge and Security Agreement dated as of September 30, 2016 (the “**Supplement**”) among the grantors party thereto (including each Grantor) and the Administrative Agent for the ratable benefit of the Secured Parties and (iv) Patent and Trademark Security Agreement dated as of January 20, 2016 among the grantors party thereto from time to time and the Administrative Agent for the ratable benefit of the Secured Parties (as the same may be amended and in effect from time to time, the “**PTS Agreement**”).

Each Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is party to the patent and trademark licenses listed on **Schedule I** annexed hereto and by this reference incorporated herein.

Pursuant to the Supplement and the Pledge and Security Agreement, each Grantor has granted a security interest in the Collateral, including, without limitation, all right, title and interest of each Grantor in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on **Schedule I** attached hereto, to secure the payment of all Secured Obligations.

Agreement

Section 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the “**Additional Patent and Trademark Collateral**”):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including those patents and patent applications referred to in Schedule I hereto, (ii) all reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations of any of the items described in clause (i), (iii) all patent licenses, and other agreements providing each Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above, and (iv) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license; and

(b) (i) (A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including those trademarks referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (B) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks" and each, a "Trademark"), (ii) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark, (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i), and to the extent applicable clause (ii), (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii), and (v) all Proceeds of, and rights associated with, the foregoing, (including licenses, royalties, income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, however, that notwithstanding anything to the contrary contained in Section 1.1, Excluded Collateral (as defined in the Pledge and Security Agreement) shall be excluded from the Lien and security interest granted hereunder (and shall, as applicable, not be included as "Collateral" or any component of the definition thereof for purposes of the Credit Documents); provided, however, that (x) the exclusion from the Lien and security interest granted by each Grantor hereunder of any Excluded Collateral shall not limit, restrict or impair the grant by each Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as an Excluded Collateral applies with respect to such accounts and receivables and (y) any proceeds received by each Grantor from the sale, transfer or other disposition of any Excluded Collateral shall constitute Collateral unless the conditions in effect which qualify such Property as an Excluded Collateral applies with respect to such proceeds.

Section 1.2 Each Grantor hereby agrees that the schedules attached to the PTS Agreement are hereby supplemented by the corresponding schedules attached to this Supplement.

Section 1.3 Except as expressly supplemented hereby, the PTS Agreement shall remain in full force and effect.

Section 1.4 This Supplement has been executed and delivered by each Grantor for the purpose of recording the security interest granted hereunder with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. This security interest is granted in conjunction with the security interests granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the PTS Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 1.5 Each Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Supplement.

Section 1.6 The address for each Grantor and the Administrative Agent is as follows:

Grantor
MT Supply, Inc.
7402 N Eldridge Pkwy
Houston, Texas 77041

Grantor
Power Service, Inc.
7402 N Eldridge Pkwy
Houston, Texas 77041

Administrative Agent
1000 Louisiana Street, 9th Floor
Houston, Texas 77002

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this Supplement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

MT SUPPLY, INC.

By: 

Name: Raymond Chang

Title: VP, General Counsel & Secretary

POWER SERVICE, INC.

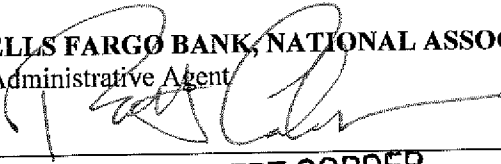
By: 

Name: Raymond Chang

Title: VP, General Counsel & Secretary

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: ROBERT CORDER
Title: DIRECTOR

SCHEDULES:

Schedule I

Item B-Trademark Collateral

Schedule I

Item B - Trademark Collateral

Trademarks and Trademark Applications

Jurisdiction	Owner	Trademark	Serial No.	Application Date
United States	MT Supply, Inc.	MACHINE TOOLS SUPPLY	86/638,192	05/21/2015
United States	Power Service, Inc.	PS POWER SERVICE INC. & DESIGN	86/861,099	12/29/2015

Schedule I to Supplement No. 1 to
Patent and Trademark Security Agreement
(NOW Inc.)