TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM424993

ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
B/E Aerospace, Inc.		12/16/2014	Corporation: DELAWARE	

RECEIVING PARTY DATA

Name:	KLX Inc.		
Street Address:	1300 Corporate Center Way		
City:	Wellington		
State/Country:	FLORIDA		
Postal Code:	33414		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2351855	DIRECTSTOCK	
Registration Number:	2461254	THE ONE STOP SOURCE INTERTURBINE LOGISTI	

CORRESPONDENCE DATA

Fax Number: 3125693459

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.

Phone: 312 569 1459

Email: IPDOCKETCHICAGO@DBR.COM

Melissa S. Dillenbeck **Correspondent Name:** Address Line 1: 191 North Wacker Drive

Address Line 2: **Suite 3700**

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Melissa S. Dillenbeck	
SIGNATURE:	/melissasdillenbeck-nmc/	
DATE SIGNED:	04/25/2017	

Total Attachments: 4

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> **TRADEMARK** REEL: 006042 FRAME: 0786

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>"), dated as of December 16, 2014, is made by and between B/E Aerospace, Inc., a Delaware corporation ("<u>Assignor</u>"), and KLX Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of each of the trademark and service mark registrations and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (collectively, the "<u>Trademarks</u>"); and

WHEREAS, Assignor wishes to assign the Trademarks to Assignee, and Assignee wishes to acquire the Trademarks from Assignor.

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

- 1. <u>Assignment</u>. Effective as of the date hereof, Assignor does hereby assign and transfer to Assignee, and Assignee does hereby acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- 2. <u>Further Assurances</u>. At the request and cost of Assignee, Assignor shall execute and deliver all papers, instruments and assignments, and perform any other reasonable acts Assignee may require in order to give effect to the terms of this Assignment.
- 3. <u>Due Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable governmental authority to record this Assignment and issue any and all registrations from any and all applications for registration included in the Trademarks to and in the name of Assignee.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.
- 5. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile transmission or .pdf copy) in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

TRADEMARK REEL: 006042 FRAME: 0787 IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed by its duly authorized representative.

B/E AEROSPACE, INC.

Name:

Voem I. Khoury

Title:

Chairman and Co-Chief Executive

Officer

[Signature Page to Assignment of Trademarks]

TRADEMARK REEL: 006042 FRAME: 0788

KLX INC/

Name:

Thomas P. McCaffrey

Title:

President and Chief Operating

Officer

SCHEDULE A

TRADEMARKS

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
DIRECTSTOCK	USA	Registered	75/747617	06-Jul- 1999	2351855	23-May- 2000
FUTURECAST	USA	Registered	78/545610	11-Jan- 2005	3238089	01-May- 2007
M & M AEROSPACE HARDWARE	USA	Registered	76/383934	14-Mar- 2002	2736139	15-Jul-2003
Miscellaneous Design (M M w/Lightning Bolt)	USA	Registered	76/383933	14-Mar- 2002	2739777	22-Jul-2003
THE ONE STOP SOURCE INTERTURBINE LOGISTIK and Design	USA	Registered	75/883990	30-Dec- 1999	2461254	19-June- 2001
KLX	USA	Pending	86/358663	06-Aug- 2014	N/A	N/A

[Schedule A to Assignment of Trademarks]

RECORDED: 04/25/2017

TRADEMARK
REEL: 006042 FRAME: 0790