

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B27 Resources, Inc.		08/29/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Administrative Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5096574	PUMPWORKS INDUSTRIAL	
Registration Number:	3825547	PUMPWORKS 610	
Registration Number:	3104217	PUMPWORKS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049646-0416		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	08/31/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 29, 2017 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between B27 Resources, Inc. (the "Grantor") and Goldman Sachs Bank USA, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Term Loan and Security Agreement dated as of August 29, 2017 (the "Term Loan and Security Agreement") by and among DXP Enterprises, Inc., as Borrower, the Grantor, the other Obligors party thereto, the Administrative Agent and the other Persons party thereto, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Term Loan and Security Agreement, the Grantor hereby agrees with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Term Loan and Security Agreement and used herein have the meaning given to them in the Term Loan and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Administrative Agent for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Term Loan and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative

Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Term Loan and Security Agreement, the provisions of the Term Loan and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

B27 RESOURCES, INC.

By: 
Name: Kent Yee
Title: President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006142 FRAME: 0710

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: _____

Name:

Title:




Thomas M. Manning
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006142 FRAME: 0711

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
B27 Resources, Inc.	PUMPWORKS INDUSTRIAL 	86710921	31-JUL-2015	5096574	06-DEC-2016	Registered
B27 Resources, Inc.	PUMPWORKS 610 	77293142	01-OCT-2007	3825547	27-JUL-2010	Registered
B27 Resources, Inc.	PUMPWORKS 	75565317	05-OCT-1998	3104217	13-JUN-2006	Renewed (Registered)