

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM441435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DXP Enterprises, 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: 34			
Property Type	Number	Word Mark	
Registration Number:	5041078	DXP	
Registration Number:	5040977	DXP	
Registration Number:	5040979	DXP	
Registration Number:	5040985	DXP	
Registration Number:	5053487	DXP WIND	
Registration Number:	4909689	SMARTRELIABILITY	
Registration Number:	4744888	HP PLUS	
Registration Number:	4472704	THE INDUSTRIAL DISTRIBUTION EXPERTS	
Registration Number:	4509043	SMARTSTORE	
Registration Number:	4509044	SMARTBUY	
Registration Number:	4380148	SMARTSOLUTIONS	
Registration Number:	4435215	SMARTAGREEMENT	
Registration Number:	4383720	SMARTVEND	
Registration Number:	4515098	SAFETYMASTER	
Registration Number:	4123052	INTEGRALERT	
Registration Number:	4228593	NATPRO	
Registration Number:	3903611	DXP HP PLUS	
Registration Number:	4102911	DXP SUPERCENTER	
Registration Number:	3400670	SMARTSOURCE	

CH \$865.00 5041078

Property Type	Number	Word Mark
Registration Number:	3192022	DXP
Registration Number:	3192023	DXP
Registration Number:	3240671	INNOVATIVE PUMPING SOLUTIONS
Registration Number:	3294881	SMARTSERV
Registration Number:	3294882	SMARTSERV
Registration Number:	2405344	SMART SOURCE
Registration Number:	2459917	DXP
Registration Number:	2283597	DXP
Registration Number:	1760993	PMC
Registration Number:	1142129	S
Registration Number:	2022056	ZELEND METRIC Z
Serial Number:	87452282	SMARTVMI
Serial Number:	86908039	SP-PLUS
Serial Number:	86901265	SMART
Serial Number:	86899544	SMART

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

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: 11

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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 DXP Enterprises, 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.

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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.

DXP ENTERPRISES, INC.

By: _____

Name: Kent Yee

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006142 FRAME: 0825

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: 0826

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

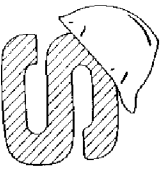
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	SMARTVMI	87452282	16-MAY-2017			Pending Intent to Use
DXP ENTERPRISES, INC.	SP-PLUS SP-PLUS	86908039	15-FEB-2016			Published (Pending) Intent to Use
DXP ENTERPRISES, INC.	DXP DXP	86901206	08-FEB-2016	5041078	13-SEP-2016	Registered
DXP ENTERPRISES, INC.	SMART SMART	86901265	08-FEB-2016			Published (Pending) Intent to Use
DXP ENTERPRISES, INC.	DXP DXP	86899598	05-FEB-2016	5040977	13-SEP-2016	Registered
DXP ENTERPRISES, INC.	DXP DXP	86899616	05-FEB-2016	5040979	13-SEP-2016	Registered

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	DXP DXP	86899639	05-FEB-2016	5040985	13-SEP-2016	Registered
DXP ENTERPRISES, INC.	DXP WIND DXP WIND	86899649	05-FEB-2016	5053487	04-OCT-2016	Registered
DXP ENTERPRISES, INC.	SMART SMART	86899544	05-FEB-2016			Notice of Allowance – Issued
DXP ENTERPRISES, INC.	SMARTRELIABILITY SMARTRELIABILITY	86430113	21-OCT-2014	4909689	01-MAR-2016	Registered
DXP ENTERPRISES, INC.	HP PLUS HP PLUS	86227748	20-MAR-2014	4744888	26-MAY-2015	Registered
DXP ENTERPRISES, INC.	THE INDUSTRIAL DISTRIBUTION EXPERTS THE INDUSTRIAL DISTRIBUTION EXPERTS	85814006	02-JAN-2013	4472704	21-JAN-2014	Registered Supplemental Register
DXP ENTERPRISES, INC.	SMARTSTORE SMARTSTORE	85813348	31-DEC-2012	4509043	08-APR-2014	Registered
DXP ENTERPRISES, INC.	SMARTBUY SMARTBUY	85813372	31-DEC-2012	4509044	08-APR-2014	Registered

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	SMARTSOLUTIONS	85813356	31-DEC-2012	4380148	06-AUG-2013	Registered
DXP ENTERPRISES, INC.	SMARTAGREEMENT	85813381	31-DEC-2012	4435215	19-NOV-2013	Registered
DXP ENTERPRISES, INC.	SMARTVEND	85813385	31-DEC-2012	4383720	13-AUG-2013	Registered
DXP ENTERPRISES, INC.	SAFETYMASTER	85492113	09-DEC-2011	4515098	15-APR-2014	Registered
DXP ENTERPRISES, INC.	INTEGRALERT	85297016	16-APR-2011	4123052	03-APR-2012	Registered
DXP ENTERPRISES, INC.	NATPRO	85278201	28-MAR-2011	4228593	23-OCT-2012	Registered
DXP ENTERPRISES, INC.	HP HPplus	85040672	17-MAY-2010	3903611	11-JAN-2011	Registered
DXP ENTERPRISES, INC.	DXP SUPERCENTER	85032237	06-MAY-2010	4102911	21-FEB-2012	Registered

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	SMARTSOURCE SMARTSOURCE	77060763	09-DEC-2006	3400670	25-MAR-2008	Registered
DXP ENTERPRISES, INC.	DXP DXP	78693675	16-AUG-2005	3192022	02-JAN-2007	Renewed (Registered)
DXP ENTERPRISES, INC.	DXP DXP	78693700	16-AUG-2005	3192023	02-JAN-2007	Renewed (Registered)
DXP ENTERPRISES, INC.	INNOVATIVE PUMPING SOLUTIONS INNOVATIVE PUMPING SOLUTIONS	78691910	12-AUG-2005	3240671	08-MAY-2007	Renewed (Registered)
DXP ENTERPRISES, INC.	SMARTSERV SMARTSERV	78602959	06-APR-2005	3294881	18-SEP-2007	Registered
DXP ENTERPRISES, INC.	SMARTSERV SMARTSERV	78602972	06-APR-2005	3294882	18-SEP-2007	Registered
DXP ENTERPRISES, INC.	SMARTSOURCE	75656625	09-MAR-1999	2405344	21-NOV-2000	Renewed (Registered)

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	DXP	75206026	02-DEC-1996	2459917	12-JUN-2001	Renewed (Registered)
DXP ENTERPRISES, INC.	DXP	75206027	02-DEC-1996	2283597	05-OCT-1999	Renewed (Registered)
DXP ENTERPRISES, INC.	PMC	74248343	21-FEB-1992	1760993	30-MAR-1993	Renewed (Registered)
DXP ENTERPRISES, INC.	S	73180096	28-JUL-1978	1142129	02-DEC-1980	Renewed (Registered)
DXP ENTERPRISES, INC.						
DXP ENTERPRISES, INC.	ZELEND A METRIC	75036754	20-DEC-1995	2022056	10-DEC-1996	Renewed (Registered)

CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	DXP	1768474	18-FEB-2016	TMA973080	09-JUN-1017	Allowed
DXP ENTERPRISES, INC.	DXP	1768475	18-FEB-2016			Searched

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	DXP HP PLUS & Design	1768472	18-FEB-2016			Allowed
DXP ENTERPRISES, INC.	DXP SUPERCENTER	1768471	18-FEB-2016	TMA968298	13-APR-2017	Registered
DXP ENTERPRISES, INC.	DXP WIND	1768476	18-FEB-2016			Searched
DXP ENTERPRISES, INC.	HP PLUS	1693072	09-SEP-2014			Advertised
DXP ENTERPRISES, INC.	HP PLUS	1768473	18-FEB-2016			Searched
DXP ENTERPRISES, INC.	INNOVATIVE PUMPING SOLUTIONS	1768469	18-FEB-2016	TMA968297	13-APR-2017	Registered
DXP ENTERPRISES, INC.	NatPro	1516976	28-FEB-2011	TMA826013	11-JUN-2012	Registered
DXP ENTERPRISES, INC.	SMARTAGREEMENT	1632675	26-JUN-2013	TMA937379	10-MAY-2016	Registered
DXP ENTERPRISES, INC.	SMARTBUY	1632677	26-JUN-2013	TMA913585	11-SEP-2015	Registered
DXP ENTERPRISES, INC.	SMARTRELIABILITY	1724793	21-APR-2015			Allowed
DXP ENTERPRISES, INC.	SMARTSERV	1768468	18-FEB-2016			Advertised
DXP ENTERPRISES, INC.	SMARTSOLUTIONS	1632682	26-JUN-2013			Searched
DXP ENTERPRISES, INC.	SMART SOURCE	1768467	18-FEB-2016			Searched-Default
DXP ENTERPRISES, INC.	SMARTSOURCE	1768470	18-FEB-2016			Searched-Default

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	SMARTSTORE	1632676	26-JUN-2013			Searched
DXP ENTERPRISES, INC.	SMARTVEND	1632674	26-JUN-2013	TMA965573	13-MAR-2017	Registered
DXP ENTERPRISES, INC.	THE INDUSTRIAL DISTRIBUTION EXPERTS	1634005	28-JUN-2013	TMA913587	11-SEP-2015	Registered