

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT - NOTES		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KLX ENERGY SERVICES LLC		11/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	RODNEY SQUARE NORTH		
Internal Address:	1100 NORTH MARKET STREET		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19890-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5543990	HAVOK	
Registration Number:	5212182	KLX ENERGY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(212) 455-3762		
Email:	ksolomon@stblaw.com		
Correspondent Name:	ALYSHA SEKHON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509335/2719		
NAME OF SUBMITTER:	ALYSHA SEKHON		
SIGNATURE:	/AS/		
DATE SIGNED:	11/19/2018		
Total Attachments: 5			

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 16, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Wilmington Trust (as defined below), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture or, if not defined therein, in the Pledge and Security Agreement referred to therein.

WHEREAS, KLX Energy Services Holdings, Inc., a Delaware corporation (the “Company”) and Wilmington Trust, National Association (“Wilmington Trust”), as Trustee and Collateral Agent and each other Guarantor thereto have entered into the Indenture dated as of October 31, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Indenture”) with respect to the 11.500% senior secured notes due 2025 (including any additional notes issued under the Indenture, the “Notes”);

WHEREAS, in connection with the Indenture, the Grantors have entered into the Pledge and Security Agreement dated as of November 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Secured Parties to purchase or otherwise acquire the Notes, in accordance with the terms of the Indenture; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): each Grantor’s registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise), in full, of its Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8. Concerning the Collateral Agent. Collateral Agent is executing this Trademark Security Agreement solely in its capacity as Collateral Agent under the Security Agreement. Collateral Agent shall enjoy all the same rights, protections, immunities and indemnities granted to it under the Indenture or the Security Agreement as though set forth in full herein. In performing its functions and duties under this Trademark Security Agreement, the Collateral Agent shall act solely as the agent of the Secured Parties and does not assume, nor shall be deemed to have assumed, any obligation or relationship of trust with or for the Secured Parties. Nothing in this Trademark Security Agreement shall be interpreted as giving the Collateral Agent responsibility for or any duty concerning the validity, perfection, priority or enforceability of the liens granted hereunder or giving the Collateral Agent any obligation to take any action to procure or maintain such validity, perfection, priority or enforceability.

[Signature Pages Follow]

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

KLX ENERGY SERVICES LLC,
as Grantor

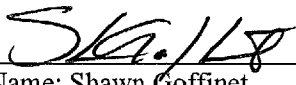
By 

Name:

Title:

Thomas P. McLaughlin
President

Wilmington Trust, National Association,
as Collateral Agent


By: 
Name: Shawn Goffinet
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement of KLX Energy Services LLC]

TRADEMARK
REEL: 006485 FRAME: 0395

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
KLX Energy Services LLC	HAVOK	5543990
KLX Energy Services LLC	KLX ENERGY SERVICES & Design 	5212182

[Schedule to Trademark Security Agreement]