

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM632229

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900587385		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DXP Enterprises, Inc.		12/23/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	901 Main Street		
Internal Address:	11th Floor, Mail Code: TX1-492-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87452282	SMARTVMI	
Serial Number:	86901265	SMART	
Serial Number:	86899544	SMART	
Serial Number:	88490751	YOUR PUMP WANTS TO TALK TO YOU	
Serial Number:	88490758	YOUR PUMP WANTS TO TALK TO YOU	
Serial Number:	88512503	SEALWORKS	
Serial Number:	87883018	PREDICT-PLUS	
Serial Number:	88291769	INSTAPART	
Serial Number:	88353001	SMARTPART	
Serial Number:	88762556	THE INDUSTRIAL DISTRIBUTION EXPERTS	
Serial Number:	88880694	DXP VIRTUAL SMARTCRIB	
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:	13129932622		
Email:	gayle.grocke@lw.com		

Correspondent Name:	Latham & Watkins LLP
Address Line 1:	330 N. Wabash Avenue
Address Line 4:	Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049268-0177
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NAME OF SUBMITTER:	Gayle D. Grocke
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SIGNATURE:	/gdg/
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DATE SIGNED:	03/16/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 23, 2020 (as amended, restated or otherwise modified, the “Trademark Security Agreement”), between DXP Enterprises, Inc. (the “Grantor”) and Bank of America, N.A., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, Grantor is party to that certain Loan and Security Agreement dated as of August 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”) by and among the Grantor, the other Obligors party thereto, the 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 continue making Loans under the Loan and Security Agreement, the Grantor hereby agrees with the Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to 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 Agent for the Secured Parties pursuant to the Loan and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security

interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

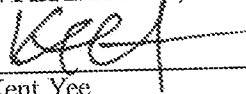
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401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

DXP ENTERPRISES, INC.

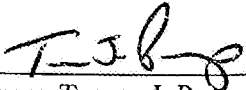
By  _____

Name: Kent Yee

Title: Senior Vice President, Chief Financial Officer &
Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Tanner J. Pump
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

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.	SMARTVM	87452282	16-MAY-2017	5788378	06-JUNE-2019	Registered
DXP ENTERPRISES, INC.	SMART	86901265	08-FEB-2016	5476000	22-MAY-2018	Registered
DXP ENTERPRISES, INC.	SMART					
DXP ENTERPRISES, INC.	SMART	86899544	05-FEB-2016	5638215	11-DEC-2018	Registered
DXP ENTERPRISES, INC.	SMART					
DXP ENTERPRISES, INC.	YOUR PUMP WANTS TO TALK TO YOU	88490751	26-JUN-2019	5960071	14-JAN-2020	Registered
DXP ENTERPRISES, INC.	YOUR PUMP WANTS TO TALK TO YOU	88490758	26-JUN-2019			Allowed
DXP ENTERPRISES, INC.	SEALWORKS	88512503	12-JUL-2019	6044298	28-APR-2020	Registered
DXP ENTERPRISES, INC.	PREDICT-PLUS	87883018	18-APR-2018	6142320	01-SEP-2020	Registered

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	INSTAPART	88291769	06-FEB-2019			Allowed
DXP ENTERPRISES, INC.	SMARTPART	88353001	22-MAR-2018			Allowed
DXP ENTERPRISES, INC.	THE INDUSTRIAL DISTRIBUTION EXPERTS	88762556	16-JAN-2020			Pending
DXP ENTERPRISES, INC.	DXP VIRTUAL SMARTCRIB	88880694	21-APR-2020			Pending

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	TMAA973080	09-JUN-1017	Registered
DXP ENTERPRISES, INC.	DXP	1768475	18-FEB-2016	TMAA988084	09-JAN-2018	Searched
DXP ENTERPRISES, INC.	DXP HP PLUS & Design	1768472	18-FEB-2016	TMAA978373	14-AUG-2017	Allowed
DXP ENTERPRISES, INC.	DXP WIND	1768476	18-FEB-2016	TMAA989329	24-JAN-2018	Searched
DXP ENTERPRISES, INC.	HP PLUS	1693072	09-SEP-2014	TMAA990461	09-FEB-2018	Advertised

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
DXP ENTERPRISES, INC.	SMARTRELIABILITY	1724793	21-APR-2015	TMA1002554	10-AUG-2018	Allowed
DXP ENTERPRISES, INC.	SMARTSOLUTIONS	1632682	26-JUN-2013	TMA1001726	27-JUL-2018	Searched
DXP ENTERPRISES, INC.	SMARTSTORE	1632676	26-JUN-2013	1002799	16-AUG-2018	Searched
DXP ENTERPRISES, INC.	PREDICT-PLUS	1925981	18-OCT-2018			Application
DXP ENTERPRISES, INC.	SMARTPART	1985557	18-SEPT-2019			Application
DXP ENTERPRISES, INC.	SEALWORKS	1991724	23-OCT-2019			Application