

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Administrative Agent		12/23/2020	State Chartered Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Integrated Flow Solutions, LLC		
Street Address:	5301 Hollister Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2819899	IFS	
Registration Number:	2833316	INTEGRAHEAT	
Registration Number:	3163312	INTEGRATED FLOW SOLUTIONS	
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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049646-0534		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	12/23/2020		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of December 23, 2020 (this “**Release**”), is made by 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**”), in favor of Integrated Flow Solutions, LLC (“**Grantor**”).

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 Obligor party thereto, the Administrative Agent and the other Persons party thereto, pursuant to which the Grantor was required to execute and deliver the Trademark Security Agreement, dated as of August 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Trademark Security Agreement**”) (unless otherwise defined herein, terms defined in the Term Loan and Security Agreement and Trademark Security Agreement and used herein have the meaning given to them in the Term Loan and Security Agreement and Trademark Security Agreement, as applicable);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on August 31, 2017 at Reel/Frame No. 6142/0721, pursuant to which the Grantor granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement).


WHEREAS, the Administrative Agent has agreed to release its security interest in all right, title or interest in and to the trademark registrations owned by the Grantor and set forth in Schedule I, attached hereto and incorporated herein by this reference (the “**Released Collateral**”), and to reconvey any and all of its right, title, and interest in and to the Released Collateral to the Grantor; and

NOW, THEREFORE, in consideration of the foregoing, the Administrative Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under all of the Released Collateral, including the trademark registrations set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Released Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Administrative Agent may have obtained in, to and under the Released Collateral under the Security Agreement and the Trademark Security Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered as of the date first written above.

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Name: Thomas Manning
Title: Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
Integrated Flow Solutions, LLC	IFS 	78222637	06-MAR-2003	2819899	02-MAR-2004	Renewed (Registered)
Integrated Flow Solutions, LLC	INTEGRAHEAT	78184715	13-NOV-2002	2833316	13-APR-2004	Renewed (Registered)
Integrated Flow Solutions, LLC	INTEGRATED FLOW SOLUTIONS	78161010	05-SEP-2002	3163312	24-OCT-2006	Renewed (Registered)