

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basic Chemical Solutions, L.L.C.		12/20/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2315436	BASIC CHEMICAL SOLUTIONS	
Registration Number:	3210675	BCS	
Registration Number:	2531674	BCS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	617924-010		
NAME OF SUBMITTER:	Jean Paterson		

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TRADEMARK
 REEL: 004439 FRAME: 0029

Signature:	/jep/
Date:	12/22/2010
Total Attachments: 6 source=12-22-10 Basic Chemical-TM#page1.tif source=12-22-10 Basic Chemical-TM#page2.tif source=12-22-10 Basic Chemical-TM#page3.tif source=12-22-10 Basic Chemical-TM#page4.tif source=12-22-10 Basic Chemical-TM#page5.tif source=12-22-10 Basic Chemical-TM#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2010, by Basic Chemical Solutions, L.L.C., a New Jersey limited liability company (the "Pledgor"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Amended and Restated Credit Agreement (in such capacity, the "Collateral Agent") dated as of September 20, 2010 (as amended on October 28, 2010, as may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time the "Credit Agreement"), among Ulixes Acquisition, B.V., Univar Inc., Univar UK Ltd., the lenders or other financial institutions or entities from time to time parties thereto and Bank of America, N.A., as Collateral Agent and Administrative Agent.

WITNESSETH:

WHEREAS, on December 20, 2010 the Pledgor became a party to a Pledge and Security Agreement, dated as of October 11, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all the following property as collateral security for the prompt and complete payment and performance when due whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

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 Collateral Agent pursuant to the Security Agreement and the Pledgor

hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

**BASIC CHEMICAL SOLUTIONS,
L.L.C.**

By: 
Name: Douglas R Drew
Title: Vice President and Treasurer

[Signature Page to Incremental Term Loan Trademark Security Agreement]

**TRADEMARK
REEL: 004439 FRAME: 0033**

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Robert Klawinski
Name:
Title: Robert Klawinski
Senior Vice President

[Signature Page to Incremental Term Loan Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark Registrations

OWNER	REGISTRATION NUMBER (REGISTRATION DATE)	MARK
Basic Chemical Solutions, L.L.C.	2,315,436 (20000208)	BASIC CHEMICAL SOLUTIONS
Basic Chemical Solutions, L.L.C.	3,210,675 (20070220)	BCS and design
Basic Chemical Solutions, L.L.C.	2,531,674 (20020122)	BCS

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