

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Basic Chemical Solutions. L.L.C.		12/20/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	One Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2315436	BASIC CHEMICAL SOLUTIONS	
Registration Number:	3210675	BCS	
Registration Number:	2531674	BCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	617924-005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

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**TRADEMARK**  
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Signature:	/jep/
Date:	12/21/2010
Total Attachments: 6 source=12-21-10 Basic Chemical-TM#page1.tif source=12-21-10 Basic Chemical-TM#page2.tif source=12-21-10 Basic Chemical-TM#page3.tif source=12-21-10 Basic Chemical-TM#page4.tif source=12-21-10 Basic Chemical-TM#page5.tif source=12-21-10 Basic Chemical-TM#page6.tif	

**ABL Trademark Security Agreement**

**ABL 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 an ABL 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 Pledgors are required to execute and deliver this ABL 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 of the Pledgor as collateral security for the prompt and complete payment and performance when due (whether at 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 ABL 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 ABL 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 ABL Trademark Security Agreement.


SECTION 5. Counterparts. This ABL 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 ABL Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

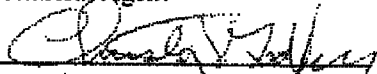
**BASIC CHEMICAL SOLUTIONS,  
L.L.C.**

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

[Signature Page to the ABL Trademark Security Agreement]

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

By:   
Name: Charles V. Godfrey  
Title: Senior Vice President

[Signature Page to the ABI, Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**Trademark Registrations**

<b>OWNER</b>	<b>REGISTRATION NUMBER (REGISTRATION DATE)</b>	<b>MARK</b>
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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