

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ashland Licensing and Intellectual Property LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexeo Solutions, LLC		
Street Address:	301 COMMERCE STREET		
Internal Address:	SUITE 3300		
City:	FT. WORTH		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3265442	DISTRIBUTION DONE RIGHT	
Registration Number:	0897170	HI-SOL	
Registration Number:	1778942	HIVAL	
CORRESPONDENCE DATA			
Fax Number:	(713)615-5803		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(713) 758-1105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street		
Address Line 2:	2500 First City Tower		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	NEX055/16000		

CH \$90.00 3265442

900190984

TRADEMARK  
 REEL: 004533 FRAME: 0953

NAME OF SUBMITTER:	W. Scott Brown
Signature:	/wsb/
Date:	05/04/2011
<b>Total Attachments: 4</b> source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of March 31, 2011, by and between Ashland Licensing and Intellectual Property LLC, a limited liability company organized under the laws of the State of Delaware, U.S.A., whose business address is 5200 Blazer Parkway, Dublin, Ohio 43017, U.S.A. ("Assignor"), and Nexeo Solutions, LLC, formerly known as TPG Accolade, LLC, a limited liability company organized under the laws of the State of Delaware, U.S.A., whose business address is 5200 Blazer Parkway, Dublin, Ohio 43017, U.S.A. ("Assignee").

WHEREAS, Assignor is the owner of the trademarks shown on the attached Schedule A and the registrations and applications and related goodwill therefor (collectively, the "Trademarks");

WHEREAS, pursuant to, and upon the terms of, that certain Agreement of Purchase and Sale, dated as of November 5, 2010 (as amended as of the date hereof, the "Asset Purchase Agreement"), by and between Ashland Inc. and Assignee, Assignor has agreed to assign all of its right, title and interest in and to the Trademarks; and

WHEREAS, in accordance with the Asset Purchase Agreement, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, and Assignee hereby accepts the assignment of, all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including all claims for damages for past infringement.

This Trademark Assignment is executed and delivered in connection with the transactions contemplated by the Asset Purchase Agreement and shall be deemed to be an Implementing Agreement (as defined in the Asset Purchase Agreement) with the same effect as if identified as such in the Asset Purchase Agreement. The parties hereto acknowledge that the terms of this Trademark Assignment shall be interpreted and construed in accordance with the terms of the Asset Purchase Agreement. Nothing in this Trademark Assignment is intended, nor shall it be deemed, to modify, limit, extend or amend any of the rights or obligations of either party to the Asset Purchase Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have executed or caused this Trademark Assignment to be executed as of the date first written above.

**ASHLAND LICENSING AND  
INTELLECTUAL PROPERTY LLC**

By: Michael S. Roe

Name: Michael S. Roe

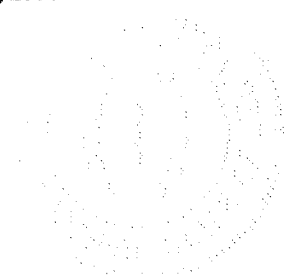
Title: Authorized Signatory

Notarial Certification

On this 30 day of March, 2011, Michael Roe personally appeared and executed the foregoing document before me and acknowledged that he executed the same for the purposes set forth herein with authority to do so.

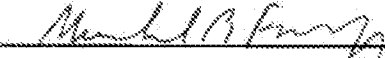
Rebecca S. Isaacs  
Notary Public

REBECCA SARAH ISAACS  
NOTARY PUBLIC, State of New York  
No. 01IS6227603  
Qualified in Westchester County  
Commission Expires Sept. 7, 2014



[Signature Page to Trademark Assignment]

**NEXEO SOLUTIONS, LLC**

By: 

Name: **Michael B. Farnell, Jr.**

Title: Authorized Signatory

**Notarial Certification**

On this 31<sup>st</sup> day of March, 2011, Michael B Farnell Jr personally appeared and executed the foregoing document before me and acknowledged that he executed the same for the purposes set forth herein with authority to do so.

  
Notary Public

GRETCHEN AFFHOLTER, Notary Public  
In and for the State of Ohio  
My Commission Expires 11-2-13

*[Signature Page to Trademark Assignment]*

**SCHEDULE A**

**UNITED STATES TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Class</b>
DISTRIBUTION DONE RIGHT	Canada	TMA637923	N/A
DISTRIBUTION DONE RIGHT	Mexico	790677	35
DISTRIBUTION DONE RIGHT	Mexico	748348	42
DISTRIBUTION DONE RIGHT	United States	3265442	35 and 37
HI-SOL	United States	897170	4
HIVAL	United States	1778942	17
THE SITE THAT NEVER SLEEPS	Canada	TMA578985	N/A