

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	07/01/2011		
<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.		07/01/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Univar USA Inc.		
<b>Street Address:</b>	17425 NE Union Hill Road		
<b>City:</b>	Redmond		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98052		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<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:	2531674	BCS	
Registration Number:	3210675	BCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)757-7097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-757-8097		
<b>Email:</b>	susanperkins@dwt.com		
<b>Correspondent Name:</b>	Cindy L. Caditz		
<b>Address Line 1:</b>	1201 Third Avenue		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	85510-BCS		

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**900200711**

**TRADEMARK**  
**REEL: 004611 FRAME: 0856**

NAME OF SUBMITTER:	Cindy L. Caditz
Signature:	/Cindy L. Caditz/
Date:	08/24/2011
<b>Total Attachments: 7</b> source=Articles of Merger with Plan of Merger (WA) BCS into USA filed 7.1.11#page1.tif source=Articles of Merger with Plan of Merger (WA) BCS into USA filed 7.1.11#page2.tif source=Articles of Merger with Plan of Merger (WA) BCS into USA filed 7.1.11#page3.tif source=Articles of Merger with Plan of Merger (WA) BCS into USA filed 7.1.11#page4.tif source=Articles of Merger with Plan of Merger (WA) BCS into USA filed 7.1.11#page5.tif source=Articles of Merger with Plan of Merger (WA) BCS into USA filed 7.1.11#page6.tif source=Articles of Merger with Plan of Merger (WA) BCS into USA filed 7.1.11#page7.tif	

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

UNIVAR USA INC.

WA Profit Corporation

UBI: 601-007-463

Filing Date: July 1, 2011

Merging Entities:

602-177-252

BASIC CHEMICAL SOLUTIONS, L.L.C.



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

TRADEMARK

REEL: 004611 FRAME: 0858

**ARTICLES OF MERGER  
OF  
BASIC CHEMICAL SOLUTIONS, L.L.C.,  
a New Jersey limited liability company  
INTO  
UNIVAR USA INC.,  
a Washington corporation**

**FILED  
SECRETARY OF STATE  
JUL 01 2011  
STATE OF WASHINGTON**


Pursuant to Section 23B.11.090 of the Washington Business Corporation Act, Univar USA Inc., a Washington corporation (the "Corporation"), submits these Articles of Merger for filing:

1. The Agreement and Plan of Merger was duly approved by the directors of the Corporation and is attached hereto and made a part hereof as though fully set forth herein. The Agreement and Plan of Merger was not required to be approved by the Corporation's shareholders pursuant to RCW 23B.11.030.

2. The Agreement and Plan of Merger was approved by the sole Member of Basic Chemical Solutions, L.L.C., a New Jersey limited liability company.

Executed this 1st day of July, 2011.

**UNIVAR USA INC.,  
a Washington corporation**

By   
Amy E. Weaver  
Vice President and General Counsel

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of July 1, 2011 (this "Agreement"), by and between Basic Chemical Solutions, L.L.C., a New Jersey limited liability company ("BCS"), and Univar USA Inc., a Washington corporation ("Univar").

### WITNESSETH:

WHEREAS, Section 42:2B-20 of the New Jersey Limited Liability Company Act (the "NJLLCA") and Section 23B.11.110 of the Revised Code of Washington (the "RCW") authorize the merger of a New Jersey limited liability company with and into a Washington corporation;

WHEREAS, BCS and Univar now desire to effect a merger (the "Merger"), following which Univar shall be the surviving entity;

WHEREAS, the board of managers of BCS (the "Managers"), and Univar, as the sole member of BCS (the "Sole Member") have each approved this Agreement and the consummation of the Merger;

WHEREAS, the board of directors of Univar has approved this Agreement and the consummation of the Merger; and

WHEREAS, Univar is qualified to do business in the State of New Jersey as a foreign corporation;

NOW, THEREFORE, the parties hereto hereby agree as follows:

### ARTICLE I

#### The Merger

Section 1.01 The Merger. (a) On the later of the date that the Certificate of Merger with respect to the Merger provided for herein is accepted for filing in the requisite filing office of the Treasurer of the State of New Jersey or the Agreement and Plan of Merger is accepted for filing in the office of the Secretary of State of the State of Washington, BCS shall merge with and into Univar. BCS and Univar shall file or cause to be filed (i) a certificate of merger substantially in the form and substance set forth in Exhibit A hereto (the "Certificate of Merger") with the Treasurer of the State of New Jersey and (ii) this Agreement with the Secretary of State of the State of Washington, and make all other filings or recordings required by New Jersey or Washington law in connection with the Merger. The Merger shall become effective on the date thereof (the "Effective Time").

(b) At the Effective Time, BCS shall be merged with and into Univar whereupon the separate existence of BCS shall cease, and Univar shall be the surviving entity of the Merger (the "Surviving Entity") in accordance with Section 42:2B-20 of the NJLLCA and Section 23B.11.100 of the RCW.

(c) The Articles of Incorporation and the Bylaws of Univar in effect as of the Effective Time shall be the Articles of Incorporation and the Bylaws of the Surviving Entity until amended in accordance with applicable law.

Section 1.02 Conversion of Interests. As of the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Entity, each membership interest of BCS (the "Membership Interests") issued and outstanding immediately prior to the Effective Time shall from and after the Effective Time no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

## ARTICLE II

### Effect of Merger

Section 2.01 Effect of Merger. At the Effective Time, the Merger will have the effects set forth in the NJLLCA and the RCW. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Univar and BCS shall be vested in the Surviving Entity, and all the debts, liabilities and duties of Univar and BCS shall be the debts, liabilities and duties of the Surviving Entity, and any claim or judgment against Univar or BCS may be enforced against the Surviving Entity in accordance with Section 42:2B-20(c) of the NJLLCA and Section 23B.11.100 of the RCW.

Section 2.02 Further Assurances. If at any time Univar shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of BCS, or otherwise to carry out the provisions hereof, the proper representatives of BCS as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

## ARTICLE III

### Miscellaneous

Section 3.01 Members' Authorization. The Board of Directors of the Surviving Entity (the "Board"), shall be authorized, in the Board's sole discretion, to execute, acknowledge, verify, deliver, file and record, for and in the name of Univar and, to the extent necessary, the Managers shall be authorized to execute, acknowledge, verify, deliver, file and record, for and in the name of BCS, any and all documents and instruments, in connection with the Merger, including, without limitation, this Agreement and the Certificate of Merger, and shall do and perform any and all acts required by applicable law which the Board or Managers deem necessary or advisable, in order to effectuate the Merger.

Section 3.02 Directors and Officers. (a) The directors of Univar at the Effective Time shall be the directors of the Surviving Entity from and after the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation or Bylaws of Univar, or as otherwise provided by law.

(b) The officers of Univar at the Effective Time shall be the officers of the Surviving Entity, each to hold office until removed or their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation or Bylaws of Univar, or as otherwise provided by law.

**Section 3.03 Amendments; No Waivers.**

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by Univar and by BCS.

(b) No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**Section 3.04 Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

**Section 3.05 Governing Law.** Subject to any mandatory provisions of the NJLLCA that are applicable to establishing the Effective Time of the Merger, this Agreement shall be construed in accordance with and governed by the laws of the State of Washington, without giving effect to principles of conflicts of law.

**Section 3.06 Counterparts; Effectiveness.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto. Transmission by electronic or digital means of a signed counterpart or executed signature page shall constitute delivery of the executed counterpart for all purposes.

**Section 3.07 Availability of Agreement.** This Agreement shall be filed and maintained at 17425 NE Union Hill Road, Redmond, WA 98052, the place of business of the Surviving Entity. A copy of this Agreement will be furnished by the Surviving Entity on request, without cost, to any shareholder of Univar, the Surviving Entity, or member of BCS.

**Section 3.08. Service of Process.** Univar, as the Surviving Entity, consents to service of process in the State of New Jersey in any proceeding for the enforcement of any obligation of BCS, and irrevocably appoints the Treasurer of the State of New Jersey as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Entity at 17425 NE Union Hill Road, Redmond, WA 98052 or such other address as may hereafter be filed with the Treasurer of New Jersey for such purpose.

**Section 3.09. Descriptive Headings.** The descriptive headings therein are inserted for convenience of reference only and shall in no way be construed to define, limit,

describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement or in any way affect this Agreement.

Section 3.10. Abandonment of Merger. Notwithstanding the approval of the Sole Member, the board of directors of Univar and the Managers may abandon this Merger and void this Agreement by notice from Univar to BCS or BCS to Univar, in each case given prior the Effective Time.

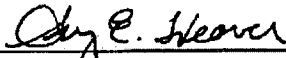
[Signature Page to Follow]




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives.

BASIC CHEMICAL SOLUTIONS, L.L.C.

By: Univar USA Inc.  
as the Sole Member of BCS

By:   
Amy E. Weaver  
Vice President and General Counsel

UNIVAR USA INC.

By:   
Amy E. Weaver  
Vice President and General Counsel