

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Startex Chemical, LLC		12/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	185 Asylum Street, City Place 1		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3256175	PRIST	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-343-2000		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	201 North Tryon Street		
Address Line 2:	Attention: Josh Green, Esq.		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2039261-0118		
NAME OF SUBMITTER:	Joshua Green, Esq./McGuireWoods LLP		
Signature:	/s/ Joshua Green		

OP \$40.00 3256175

Date:

01/08/2014

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Startex Chemical, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 4, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Street Address: 185 Asylum Street, City Place 1

City: Hartford

State: CT

Country: USA Zip: 06103

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

3,256,175

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: McGuireWoods LLP

Internal Address: Attention: Josh Green, Esq.

Street Address: 201 North Tryon Street

City: Charlotte

State: NC Zip: 28202

Phone Number: 704-343-2000

Docket Number: 2039261-0118

Email Address: jgreen@mcguirewoods.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

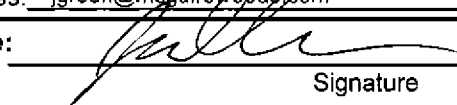
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

December 5, 2013

Date

Josh Green, Esq./McGuireWoods, LLP, as Counsel to Receiving Party

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 4, 2013, by CHEMICAL SPECIALISTS AND DEVELOPMENT, LLC, a Delaware limited liability company and STARTEX CHEMICAL, LLC, a Delaware limited liability company (each, individually, a "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of March 31, 2011 among Nexeo Solutions, LLC (the "U.S. Borrower"), certain Domestic Subsidiaries of the U.S. Borrower from time to time party thereto (including each Grantor), Nexeo Solutions Holdings, LLC, Nexeo Solutions Sub Holding Corp. and the Collateral Agent (as it may be from time to time amended, restated, modified or supplemented, including pursuant to the Joinder Agreement, dated December 4, 2013, by and among each Grantor, Startex Distribution West, LLC and the Collateral Agent, the "Security Agreement"), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to extend credit under the Credit Agreement (as defined in the Security Agreement), each Grantor 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. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 each Grantor 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.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

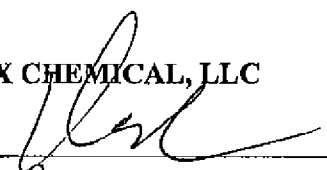
[Signature page follows]

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

**CHEMICAL SPECIALISTS AND
DEVELOPMENT, LLC**

By: 
Name: Ross Crane
Title: Executive Vice President, Chief Financial
Officer and Assistant Treasurer

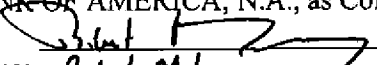
STARTEX CHEMICAL, LLC

By: 
Name: Ross Crane
Title: Executive Vice President, Chief Financial
Officer and Assistant Treasurer

[Signature Page to ABL Trademark Security Agreement]

Accepted and Agreed:

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

By: 
Name: Robert Mahoney
Title: Sr. Vice President

[Signature Page to ABL Trademark Security Agreement]

Schedule 1 to Trademark Security Agreement

Trademark	Owner	Federal Registration No.
PRIST	Chemical Specialists and Development LLC	3,256,175
STARTEX QUALITY PRODUCTS with design	Startex Chemical, LLC	1,614,531
STARTEX	Startex Chemical, LLC	1,614,532

[Signature Page to TLB Trademark Security Agreement]