

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM331316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHEMICAL SPECIALISTS AND DEVELOPMENT, LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NEXEO SOLUTIONS, LLC		
Street Address:	3 WATERWAY SQUARE PLACE		
Internal Address:	SUITE 1000		
City:	THE WOODLANDS		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1614531	STARTEX QUALITY PRODUCTS	
Registration Number:	1614532	STARTEX	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-7519		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Erica L. Han, Ropes & Gray LLP		
Address Line 1:	Prudential Tower		
Address Line 2:	800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	105444-8039		
NAME OF SUBMITTER:	Erica L. Han		
SIGNATURE:	/Erica L. Han/		
DATE SIGNED:	02/06/2015		
Total Attachments: 7			

OP \$65.00 1614531

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”), dated as of July 1, 2014, is entered into by and among, Chemical Specialists and Development, LLC, a Delaware limited liability company (f/k/a Chemical Specialists and Development, Inc., a Texas corporation), having its principal place of business at 9733 Meador Rd., Conroe, Texas 77303 (the “**Assignor**”), and Nexeo Solutions, LLC, a Delaware limited liability company having its principal place of business at 3 Waterway Square Place, Suite 1000, The Woodlands, Texas 77380 (the “**Assignee**”).

WHEREAS, the Assignee is the parent company of Assignor;

WHEREAS, Assignor and Nexeo Solutions Sub Holding Corp., a Delaware corporation (“**Sub Holdings**”) entered into that certain Asset Purchase Agreement dated as of October 4, 2013 (the “**Purchase Agreement**”) whereby the stock of Assignor and the business of Assignor, including all intangible assets and intellectual property rights of Assignor and its subsidiaries, were to be transferred to Sub Holdings;

WHEREAS, on December 2, 2013 (effective December 1, 2013), the transactions contemplated by Purchase Agreement were completed and Assignor became a wholly owned subsidiary of Sub Holdings;

WHEREAS, on December 3, 2013, Assignor changed its name and domiciliation from Chemical Specialists and Development, Inc., a Texas corporation to Chemical Specialists and Development, LLC, a Delaware limited liability company;

WHEREAS, on December 4, 2013, pursuant to that certain Contribution Agreement dated December 4, 2013 by and between Sub Holdings and Assignee, Sub Holdings contributed its interest in Assignor to Assignee, such that Assignor became a wholly owned subsidiary of Assignee treated as a disregarded entity for U.S. federal income tax purposes;

WHEREAS, the subsidiaries of Assignor, including Startex Chemical, LLC, have transferred their intellectual property to Assignor immediately prior to the transfer contemplated by this Assignment; and

WHEREAS, pursuant to the terms hereof, and as part of the consolidation of operations of Assignor into Assignee, Assignor desires to transfer and assign to Assignee all of its rights, title and interests in and to any intangible assets of Assignor, including the trademark(s) and/or service mark(s) applications and registrations (collectively, the “**Trademarks**”), the Internet domain names (collectively, the “**Domain Names**”), and other such intellectual property rights used, held for use, or otherwise necessary for the ownership, operation or maintenance of the business of Assignor (all of the foregoing, collectively, the “**Business Intellectual Property**”) inclusive of those set forth on the attached Schedule 1, and the Assignee has agreed to acquire all rights, title and interests in the Business Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interests and benefit in and to the Business Intellectual Property, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Business Intellectual Property, including the goodwill of the business connected to the use of any of the Business Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment had not been made and the Assignee does hereby accept such assignment, transfer, grant, conveyance and set over. The parties further agree that the transactions contemplated by this Assignment shall be disregarded for US federal income tax purposes.

2. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other governmental authority to record the Assignee as owner of the Business Intellectual Property and of the entire title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

3. Cooperation. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the Business Intellectual Property) known to it with respect to the Business Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Business Intellectual Property and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of its obligations set forth in this Assignment.

4. Authority. The Assignor represents and warrants that no party (other than the Assignor) has any right, title, or interest in the Business Intellectual Property and that Assignor has the full right to convey the entire right, title, and interest in the Business Intellectual Property.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment is executed in connection with the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Business Intellectual Property.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

NEXEO SOLUTIONS, LLC

By: 

Name: *Ross Crane*

Title: *Executive Vice President & Chief
Financial Officer*

CHEMICAL SPECIALISTS AND
DEVELOPMENT, LLC

By: _____

Name: *Michael B. Farnell, Jr.*

Title: *Executive Vice President, Chief Legal
Officer & Secretary*

STATE OF Texas)
) §§
COUNTY OF Montgomery)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Ross Crane, an authorized representative of Nexeo Solutions, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 28th day of January, 2015.



Katherine M. Holdsworth
Notary Public

Printed: Katherine M. Holdsworth

My Commission Expires: 11-19-2016

STATE OF _____)
) §§
COUNTY OF _____)

Before me, the undersigned, a notary public in and for said County and State, personally appeared _____, an authorized representative of Chemical Specialists and Development, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS ____ day of _____, 2014.

Notary Public

Printed: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

NEXEO SOLUTIONS, LLC

By: _____

Name: *Ross Crane*

Title: *Executive Vice President & Chief
Financial Officer*

CHEMICAL SPECIALISTS AND
DEVELOPMENT, LLC

By: *Michael B. Farnett, Jr.*

Name: *Michael B. Farnett, Jr.*

Title: *Executive Vice President, Chief Legal
Officer + Secretary*

STATE OF _____)
) §§
COUNTY OF _____)

Before me, the undersigned, a notary public in and for said County and State, personally appeared _____, an authorized representative of Nexeo Solutions, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS ____ day of _____, 2014.

Notary Public

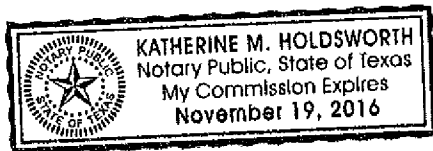
Printed: _____

My Commission Expires: _____

STATE OF Texas)
) §§
COUNTY OF Montgomery)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Michael B. Fausell, Jr., an authorized representative of Chemical Specialists and Development, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 28th day of January, 2014.



Katherine M. Holdsworth
Notary Public

Printed: Katherine M. Holdsworth

My Commission Expires: 11-19-2016

Schedule 1

Business Intellectual Property

U.S. Trademark Registrations

Trademark	Registration No.	Filing Date	Registration Date
STARTEX QUALITY PRODUCTS with Design	1,614,531	7/23/1987	9/25/1990
STARTEX	1,614,532	7/23/1987	9/25/1990