

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as collateral agent		01/30/2015	national association: UNITED STATES

RECEIVING PARTY DATA

Name:	CHEMICAL SPECIALISTS AND DEVELOPMENT, LLC
Street Address:	9733 Meador Rd.
City:	Conroe
State/Country:	TEXAS
Postal Code:	77303
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	STARTEX CHEMICAL, LLC
Street Address:	9733 Meador Rd.
City:	Conroe
State/Country:	TEXAS
Postal Code:	77303
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

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.

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

OP \$65.00 1614531

ATTORNEY DOCKET NUMBER:	105444-8039
NAME OF SUBMITTER:	Erica L. Han
SIGNATURE:	/Erica L. Han/
DATE SIGNED:	02/06/2015
Total Attachments: 3 source=Partial Release BofA 5170 0115#page1.tif source=Partial Release BofA 5170 0115#page2.tif source=Partial Release BofA 5170 0115#page3.tif	

PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of January 30, 2015 (the “Effective Date”) by BANK OF AMERICA, N.A., as collateral agent (in such capacity, the “Collateral Agent”), on behalf of itself and the other Secured Parties for the benefit of CHEMICAL SPECIALISTS AND DEVELOPMENT, LLC and STARTEX CHEMICAL, LLC (each, individually, a “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Pledge and Security Agreement, dated as of March 31, 2011 among Nexeo Solutions, LLC (the “Borrower”), Nexeo Solutions Holdings, LLC, Nexeo Solutions Sub Holding Corp., certain subsidiaries of the Borrower party thereto from time to time (including each Grantor), the Lenders party thereto from time to time and the Collateral Agent (as it may have been 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”), each Grantor pledged and granted 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 certain collateral including the trademarks and trademark registrations set forth on Schedule I (collectively, the “Trademarks”) and the goodwill and Proceeds associated with the Trademarks;

WHEREAS, the Trademark Security Agreement relating to the Trademarks was recorded with the Trademark Division of the U.S. Patent & Trademark Office on December 10, 2013, at Reel 5170 and Frame 0115;

WHEREAS, each Grantor desires to transfer certain of its assets subject to the liens of the Security Agreement to the Borrower, including the Trademarks, and has requested that the Collateral Agent release its interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks and goodwill and Proceeds associated with the Trademarks without representation, warranty or recourse of any kind whatsoever.

Other than the foregoing release of the Trademarks, made by the Collateral Agent on behalf of itself and the other Secured Parties for the benefit of each Grantor on or around the date hereof, the Collateral Agent hereby confirms its lien on and security interest in all right, title and interest in and to all other Collateral pledged to it under the Security Agreement, and retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement with respect to all such other Collateral. The Collateral Agent’s security interest, liens, rights, titles and interests in such other Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

Capitalized terms used but not defined herein shall have the meaning set forth in the Security Agreement.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A.
as Collateral Agent

By: *Aamir Saleem*
Name:
Title:

Aamir Saleem
Vice President

[Signature Page to Partial Release of TLB Trademark Security Agreement]

SCHEDULE I
to
PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

TRADEMARK	CURRENT OWNER	FEDERAL REGISTRATION NO.
STARTEX QUALITY PRODUCTS with design	Startex Chemical, LLC	1,614,531
STARTEX	Startex Chemical, LLC	1,614,532