

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXEO SOLUTIONS, LLC		01/30/2015	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 association: UNITED STATES		
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:	617-9517519		
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: 5			
source=Nexeo Trademark Security Agreement (ABL)#page1.tif			
source=Nexeo Trademark Security Agreement (ABL)#page2.tif			

OP \$65.00 1614531

source=Nexeo Trademark Security Agreement (ABL)#page3.tif
source=Nexeo Trademark Security Agreement (ABL)#page4.tif
source=Nexeo Trademark Security Agreement (ABL)#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 30, 2015, by NEXEO SOLUTIONS, LLC, a Delaware limited liability company (“Grantor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative and collateral agent pursuant to the Security Agreement referred to below (in such capacities, the “Agent”).

WITNESSETH

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of March 31, 2011, among Grantor, certain Domestic Subsidiaries of Grantor from time to time party thereto, Nexeo Solutions Holdings, LLC, Nexeo Solutions Sub Holding Corp., and the Agent (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”), in favor of the Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to extend credit under the Credit Agreement (as defined in the Security Agreement), Grantor hereby agrees with the 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. Grantor hereby pledges and grants to the 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 Grantor:

- (a) Trademarks of 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 Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the 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 Agent shall execute, acknowledge, and deliver to 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, 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.

NEXEO SOLUTIONS, LLC

By: 

Name: Ross Crane

Title: Executive Vice President +
Chief Financial Officer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 005454 FRAME: 0608

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: [Signature]

Name: Robert A. Maloney

Title: Senior Vice President

[Signature Page to ABL Trademark Security Agreement]

Schedule 1 to Trademark Security Agreement

Trademark	Owner	Federal Registration No.
STARTEX QUALITY PRODUCTS with design	Nexeo Solutions, LLC	1,614,531
STARTEX	Nexeo Solutions, LLC	1,614,532