

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEXEO SOLUTIONS, LLC		01/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	555 California Street, 4th floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1614531	STARTEX QUALITY PRODUCTS	
<b>Registration Number:</b>	1614532	STARTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-951-7519		
<b>Email:</b>	trademarks@ropesgray.com		
<b>Correspondent Name:</b>	Erica L. Han, Ropes & Gray LLP		
<b>Address Line 1:</b>	Prudential Tower		
<b>Address Line 2:</b>	800 Boylston Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	105444-8039		
<b>NAME OF SUBMITTER:</b>	Erica L. Han		
<b>SIGNATURE:</b>	/Erica L. Han/		
<b>DATE SIGNED:</b>	02/06/2015		
<b>Total Attachments: 5</b>			
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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 collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of March 31, 2011, among Grantor, Nexeo Solutions Holdings, LLC, Nexeo Solutions Sub Holding Corp., certain subsidiaries of the Grantor party thereto from time to time, the Lenders party thereto from time to time and the Collateral Agent (as it may be from time to time amended, restated, modified or supplemented, the "Security Agreement"), in favor of the Collateral 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 Collateral 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 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. 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 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 Collateral Agent pursuant to the Security Agreement and 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 Grantor an instrument in writing in recordable form releasing the collateral pledge, grant,

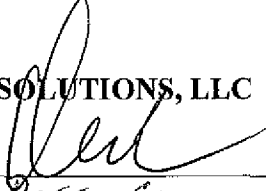
assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

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

Accepted and Agreed:

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

By: Asmir Saleem

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<b>Asmir Saleem</b>
<b>Vice President</b>

[Signature Page to TLB 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