TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Univar USA Inc.		07/01/2015	CORPORATION: WASHINGTON
Univar Inc.		07/01/2015	CORPORATION: DELAWARE
Magnablend Inc.		07/01/2015	CORPORATION: TEXAS
Chempoint.com Inc.		07/01/2015	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	135 S LaSalle Street, IL4-135-09-43
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2806621	
Registration Number:	2444845	BALER'S CHOICE
Registration Number:	2315436	BASIC CHEMICAL SOLUTIONS
Registration Number:	2531674	BCS
Registration Number:	3210675	BCS
Registration Number:	4512687	C CHEMPOINT
Registration Number:	1748897	CHEMCARE
Registration Number:	1847988	CHEMCARE
Registration Number:	1522121	CHEMCARE
Registration Number:	2390752	CHEMCENTRAL
Registration Number:	4580880	CHEMISTRY DELIVERED
Registration Number:	2559430	CHEMPOINT
Registration Number:	2442631	CHEMPOINT.COM
Registration Number:	2537534	CHEMSIL
Registration Number:	4670459	CONNECTIVITY
Registration Number:	579413	GUARDSMAN

OP $1315.00 2806621

Property Type	Number	Word Mark
Registration Number:	3108029	I MAXX PRO
Registration Number:	3643035	ICE BITE
Registration Number:	3800487	ICE BITE
Registration Number:	839411	ICE BITE
Registration Number:	4713836	LIQUIBLUE
Registration Number:	1663154	LIQUICHLOR
Registration Number:	4432355	MAGNABLEND
Registration Number:	3625468	MAGNABLEND
Registration Number:	3645628	MAGNABLEND INC. CUSTOM CHEMICAL MANUFACT
Registration Number:	4398949	MARKETCONNECT
Registration Number:	2459904	MASTERLINE
Registration Number:	2714133	MASTERLINE
Registration Number:	2649295	PESTWEB
Registration Number:	2054686	PESTWEB
Registration Number:	1717285	RED BAND
Registration Number:	1961375	REMOTE SENTRY
Registration Number:	1961411	REMOTE SENTRY
Registration Number:	2187747	SURESTOCK
Registration Number:	4716421	THE RIGHT PRODUCT IS JUST THE BEGINNING.
Registration Number:	2752608	
Registration Number:	1724817	UNIVAR
Registration Number:	3646062	UNIVAR
Registration Number:	1688590	VAN WATERS & ROGERS
Registration Number:	1031849	VAN WATERS & ROGERS
Registration Number:	1721239	VANBLEND
Registration Number:	1635885	VANGUARD
Registration Number:	1118569	VANWET
Registration Number:	1717286	VANZOL
Registration Number:	1679982	VW & R
Registration Number:	1160401	VW&R
Registration Number:	3696850	SUCCEED WITHOUT WORRY
Serial Number:	86275832	UCONNECT
Serial Number:	86149881	PROVMWEB
Serial Number:	86378743	MINIBULK
Serial Number:	85909935	MASTERLINE
Serial Number:	85968363	CROPWEB

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	07/06/2015

Total Attachments: 9

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 1, 2015, made by each of the Grantors signatory hereto (the "Grantors"), in favor of BANK OF AMERICA, N.A. ("BAML"), in its capacity as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement (as defined below) and as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (each as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Univar USA Inc., a Washington corporation (the "Borrower"), Univar Inc., a Delaware corporation ("Holdings"), BAML, as administrative agent and collateral agent, the Lenders and the other parties from time to time party thereto, the Lenders have severally agreed to make the Initial Term Loans (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings, and certain Domestic Subsidiaries of Holdings have executed and delivered a Guarantee and Collateral Agreement, dated as of July 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of their Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it has granted to, and does hereby grant to, the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License. Notwithstanding anything herein to the contrary, in no event shall the Trademarks include any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor's rights therein or in the resulting registration.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

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TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNIVAR USA INC.,
as Grantor

By: _____
Name: Kerri Howard
Title: Vice President - Treasurer

MAGNABLEND, INC.
CHEMPOINT.COM INC.,
as Grantors

By: _____
Name: Kerri Howard
Title: Treasurer

[Signature Page - Trademark Security Agreement]

UNIVAR INC.,
as Grantor

By: _____
Name: Kerri Howard
Title: Vice President - Treasurer

[Signature Page - Trademark Security Agreement]

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

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

[*Signature Page to Trademark Security Agreement (Univar)*]

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Status	App/Reg. No.
Univar USA Inc.	3-BARREL LOGO	Registered	2806621
Univar USA Inc.	BALER'S CHOICE	Registered	2444845
Univar USA Inc.	BASIC CHEMICAL SOLUTIONS	Registered	2315436
Univar USA Inc.	BCS	Registered	2531674
Univar USA Inc.	BCS AND DESIGN	Registered	3210675
Univar Inc.	C CHEMPOINT AND DESIGN	Registered	4512687
Univar USA Inc.	CHEMCARE	Registered	1748897
Univar USA Inc.	CHEMCARE	Registered	1847988
Univar USA Inc.	CHEMCARE	Registered	1522121
Univar USA Inc.	CHEMCENTRAL	Registered	2390752
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Univar Inc.	CHEMPOINT	Registered	2559430
Univar Inc.	CHEMPOINT.COM AND DESIGN	Registered	2442631
Univar USA Inc.	CHEMSIL	Registered	2537534
Univar Inc.	CONNECTIVITY	Registered	4670459
Univar Inc.	CROPWEB	Pending ITU	85/968363
Univar USA Inc.	GUARDSMAN (STYLIZED)	Registered	579413
Univar USA Inc.	I MAXX PRO	Registered	3108029
Univar USA Inc.	ICE BITE	Registered	3643035
Univar USA Inc.	ICE BITE AND DESIGN	Registered	3800487
Univar USA Inc.	ICE BITE AND DESIGN	Registered	839411
Univar Inc.	LIQUIBLUE	Registered	4713836
Univar USA Inc.	LIQUICHLOR	Registered	1663154
Magnablend Inc.	MAGNABLEND	Registered	4432355
Magnablend Inc.	MAGNABLEND	Registered	3625468
Magnablend Inc.	MAGNABLEND INC. CUSTOM CHEMICAL MANUFACTURING, BLENDING & PACKAGING AND DESIGN	Registered	3645628
Univar Inc.	MARKETCONNECT	Registered	4398949
Univar Inc.	MASTERLINE	Registered	2459904
Univar Inc.	MASTERLINE	Pending ITU	85/909935
Univar Inc.	MASTERLINE	Registered	2714133
Univar Inc.	MINIBULK	Pending	86/378743
Univar USA Inc.	PESTWEB	Registered	2649295
Univar USA Inc.	PESTWEB	Registered	2054686
Univar Inc.	PROVMWEB	Pending ITU	86/149881
Univar USA Inc.	RED BAND	Registered	1717285
Univar Inc.	REMOTE SENTRY	Registered	1961375
Univar Inc.	REMOTE SENTRY AND DESIGN	Registered	1961411
Chempoint.com	SURESTOCK	Registered	2187747

Owner	Mark	Status	App/Reg. No.
Inc			
Univar Inc.	THE RIGHT PRODUCT IS JUST THE BEGINNING	Registered	4716421
Univar Inc.	DESIGN (HEXAGON)	Registered	2752608
Univar Inc.	UCONNECT	Published ITU	86/275832
Univar Inc.	UNIVAR	Registered	1724817
Univar Inc.	UNIVAR	Registered	3646062
Univar USA Inc.	VAN WATERS & ROGERS	Registered	1688590
Univar USA Inc.	VAN WATERS & ROGERS	Registered	1031849
Univar USA Inc.	VANBLEND	Registered	1721239
Univar USA Inc.	VANGUARD	Registered	1635885
Univar USA Inc.	VANWET	Registered	1118569
Univar USA Inc.	VANZOL	Registered	1717286
Univar USA Inc.	VW& R AND DESIGN	Registered	1679982
Univar USA Inc.	VW& R AND DESIGN	Registered	1160401
Univar USA, Inc.	SUCCEED WITHOUT WORRY	Registered	3696850