

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chemical Associates, Inc.		07/16/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Univar USA Inc.		
Street Address:	17425 NE Union Hill Road		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3949508	CHEMICAL ASSOCIATES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2067578097		
Email:	cindycaditz@dwt.com, michaelamason@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	85510-962		
NAME OF SUBMITTER:	Cindy L. Caditz		
SIGNATURE:	/Cindy Caditz/		
DATE SIGNED:	08/13/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is dated as of July 16, 2015 and entered into by and between Chemical Associates, Inc., a Florida corporation ("Assignor"), and Univar USA Inc., a Washington corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor, Chemical Associates of Illinois, Inc., an Ohio corporation, Chemical Associates Logistics, Inc., a Florida corporation, Chemical Associates Transportation, Inc., an Ohio corporation, Nicholas Berchtold, and Assignee entered into that certain Asset Purchase Agreement dated as of July 10, 2015 (the "Asset Purchase Agreement");

WHEREAS, Assignor desires to assign all right, title and interest in and to the Assigned Trademark (as defined below) and Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Trademark.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective as of the date hereof, and subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys all right, title and interest in and to the Assigned Trademark specifically listed in Exhibit A (the "Assigned Trademark") together with the goodwill of the business which it represents symbolized by the Assigned Trademark, including all associated trademark rights and other indicia of origin, held by Assignor, together with all registrations and applications for registration of the Assigned Trademark, all claims, demands and rights to recovery that Assignor has or may have for past and future infringements, dilution or other violations of such Assigned Trademark, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

2. Costs and Actions. The responsibility to draft and file assignments with the national trademark offices of each country shall be on the Assignee and the Assignee shall bear the cost of filing such assignments.

3. Further Assurances. Assignor and Assignee shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment transaction contemplated, including but not limited to execution of individual assignment documentation for filing with the authorities of each individual country, if applicable.

4. Governing Law. This Assignment Agreement shall be governed exclusively by and construed and enforced exclusively in accordance with the internal laws of the State of Ohio without giving effect to the principles of conflicts of law thereof.

5. Counterparts. This Assignment Agreement may be executed in any number of counterparts (including by .pdf file exchanged via email or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

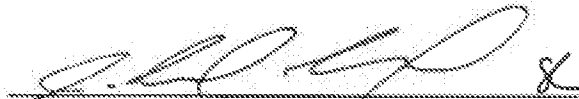
7. Headings. The headings preceding the text of Sections included in this Assignment Agreement and the headings to Exhibits attached to this Assignment Agreement are for convenience only and shall not be deemed part of this Assignment Agreement or be given any effect in interpreting this Assignment Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed and delivered as of the date first above written.

UNIVAR USA INC.

By:



Name: J. Erik Fyrwald

Title: Chief Executive Officer

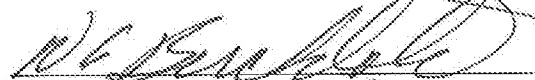
[Signature page to Trademark Assignment Agreement]

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CHEMICAL ASSOCIATES, INC.

By:


Name: Nicholas G. Berentold
Title: President

[Signature page to Trademark Assignment Agreement]

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TRADEMARK
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EXHIBIT A

CHEMICAL ASSOCIATES

Reg. No. 3,949,508

Registered Apr. 19, 2011

Int. Cl.: 1

TRADEMARK

SUPPLEMENTAL REGISTER

CHEMICAL ASSOCIATES, INC. (FLORIDA CORPORATION)
1270 B SOUTH CLEVELAND-MASSILLON ROAD
COPLEY, OH 44321

FOR. OLEO CHEMICALS FOR USE IN INDUSTRY, NAMELY, FOR USE IN THE MANUFACTURE AND PROCESSING OF INDUSTRIAL PRODUCTS, IN CLASS 1 (U.S. CLS. 1, 5, 6, 10, 26 AND 46).

FIRST USE 12-31-1979; IN COMMERCE 12-31-1979.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-030,451, FILED P.R. 5-5-2010; AM. S.R. 2-17-2011.

TEJBIR SINGH, EXAMINING ATTORNEY