ETAS ID: TM387413

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release (Reel 4514 / Frame 0286)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/09/2016	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Nexeo Solutions, LLC	
Street Address:	Waterway Square Place, Suite 1000	
City:	The Woodlands	
State/Country:	TEXAS	
Postal Code:	77380	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3265442	DISTRIBUTION DONE RIGHT
Registration Number:	1778942	HIVAL
Registration Number:	0897170	HI-SOL
Serial Number:	85229995	NEXEO SOLUTIONS

#### **CORRESPONDENCE DATA**

Fax Number: 8009144240

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: 800-713-0755

Michael.Violet@wolterskluwer.com Email:

**Correspondent Name:** Michael Violet

Address Line 1: 4400 Easton Commons Way

Suite 125 Address Line 2:

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/10/2016

## **Total Attachments: 5**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST TRADEMARKS (this "Release"), dated as of June 9, 2016 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as collateral agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of March 31, 2011, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of March 31, 2011 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 4, 2011, at Reel/Frame 4514/0286;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Lenders

Allin Delem

By:\_

Name:

Title:

**GRANTORS:** 

NEXEO SOLUTIONS, LLC

Name: Michael B. Farnell, Jr.

Title: Executive Vice President and Chief Legal Officer

 $[{\it Nexeo-Trademark\ Release-Nexeo\ Solutions}]$ 

# **UNITED STATES TRADEMARKS:**

Registrations and Applications:

<u>Trademark</u>	Owner	Federal Registration No.
DISTRIBUTON DONE	Nexeo Solutions, LLC	3265442
RIGHT <sup>1</sup>	,	
HIVAL	Nexeo Solutions, LLC	1778942
HI-SOL	Nexeo Solutions, LLC	897170
Nexeo Solutions	Nexeo Solutions, LLC	85/229995

 $^{1}$  A correction request to read "Distribution Done Right" has been filed on March 24, 2011.

TRADEMARK
REEL: 005811 FRAME: 0620

**RECORDED: 06/10/2016**