

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexeo Solutions, LLC		06/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral agent		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4047029	NEXEO SOLUTIONS	
Registration Number:	4184210	NEXCOOL	
Registration Number:	1778942	HIVAL	
Registration Number:	0897170	HI-SOL	
Serial Number:	86952021	REMOVESIT	
Serial Number:	87001193	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA	
Serial Number:	87001151	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA	
Registration Number:	4905760	NEXSTIM	
Registration Number:	4781847	PRIST	
Registration Number:	1614531	STARTEX QUALITY PRODUCTS	
Registration Number:	1614532	STARTEX	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		

OP \$290.00 4047029

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 06/13/2016

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Nexeo Solutions, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 9, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 185 Asylum Street

City: Hartford

State: CT

Country: USA Zip: 06103

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship U.S.A.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1108 (ABL)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

June 9, 2016

Date

Doris Ka, Legal Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 9, 2016, 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 a Pledge and Security Agreement, dated as of June 9, 2016 (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 enter into 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 (collectively, “Trademark Collateral”):

- (a) Trademarks of Grantor, including those 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 Trademark Collateral 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.

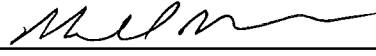
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral 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 here-
to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each 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: Michael B. Farnell, Jr.


Title: Executive Vice President and Chief
Legal Officer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 005812 FRAME: 0028

Accepted and Agreed:

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

By: 
Name: Robert A. McKinney
Title: Sr. Vice President

[Signature Page to ABL Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER	TRADEMARK	APP/REG #	DATE GRANTED
Nexeo Solutions, LLC	NEXEO SOLUTIONS	4,047,029	10/25/2011
Nexeo Solutions, LLC	NEXCOOL	4,184,210	7/31/2012
Nexeo Solutions, LLC	HIVAL	1,778,942	6/29/1993
Nexeo Solutions, LLC	HI-SOL	897,170	8/25/1970
Nexeo Solutions, LLC*	REMOVESIT	86/952,021	Pending
Nexeo Solutions, LLC**	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILAMENT & DESIGN (WORDS)	87/001,193	Pending ITU
Nexeo Solutions, LLC**	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILAMENT & DESIGN (IMAGE)	87/001,151	Pending ITU
Nexeo Solutions, LLC	NEXSTIM	4,905,760	2/23/2016
Nexeo Solutions, LLC	PRIST	4,781,847	7/28/2015
Nexeo Solutions, LLC	STARTEX QUALITY PRODUCTS WITH DESIGN	1,614,531	9/25/1990
Nexeo Solutions, LLC	STARTEX	1,614,532	9/25/1990
Nexeo Solutions, LLC	NexStim	TMA 930891	3/8/2016
Nexeo Solutions, LLC	Nexcool	TMA848,465	4/15/2013