

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nexeo Solutions, LLC		06/09/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	185 Asylum Street		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4047029	NEXEO SOLUTIONS	
<b>Registration Number:</b>	4184210	NEXCOOL	
<b>Registration Number:</b>	1778942	HIVAL	
<b>Registration Number:</b>	0897170	HI-SOL	
<b>Serial Number:</b>	86952021	REMOVESIT	
<b>Serial Number:</b>	87001193	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA	
<b>Serial Number:</b>	87001151	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA	
<b>Registration Number:</b>	4905760	NEXSTIM	
<b>Registration Number:</b>	4781847	PRIST	
<b>Registration Number:</b>	1614531	STARTEX QUALITY PRODUCTS	
<b>Registration Number:</b>	1614532	STARTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	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:** 06/14/2016

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 9, 2016, by NEXEO SOLUTIONS, LLC, a Delaware limited liability company (the "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 Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005813 FRAME: 0581**

Accepted and Agreed:

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

By: *Aamir Saleem*

Name:  
Title:

<b>Aamir Saleem</b> <b>Vice President</b>
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SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**UNITED STATES TRADEMARKS:**

Registrations and 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