

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhodia Operations		08/31/2017	société par actions simplifiée: FRANCE
RECEIVING PARTY DATA			
Name:	Nexeo Solutions, LLC		
Street Address:	3 Waterway Square Place, Suite 1000		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1512250	MACKSTAT	
Registration Number:	1791173	PARAGON	
CORRESPONDENCE DATA			
Fax Number:	2147568779		
<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:	214-740-8779		
Email:	RNail@lockelord.com		
Correspondent Name:	Robert E. Nail, Esq.		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	0103396.00005		
NAME OF SUBMITTER:	Robert E. Nail		
SIGNATURE:	/Robert E. Nail/		
DATE SIGNED:	09/11/2017		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") entered into this 31st day of August 2017 by and between RHODIA OPERATIONS, a company incorporated and operating under the laws of France whose registered office is located at 25, rue de Clichy-- 75009 PARIS -- FRANCE, (the "Assignor"),

And NEXEO SOLUTIONS, LLC, a Delaware limited liability company, with its principal place of business located at 5200 Blazer Parkway, Dublin, Ohio 43017, USA (the "Assignee").

The Assignor and the Assignee shall individually be referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Assignee and Assignor's affiliate, Solvay USA Inc., have entered into a certain Asset Purchase Agreement dated as of August 31, 2017 (the "Asset Purchase Agreement");

WHEREAS, the Assignor is willing to sell, and the Assignee is willing to purchase, the ownership of the Trademarks pursuant to the terms and conditions of this Agreement.

ARTICLE 1 - DEFINITIONS

In this Agreement, the following words and phrases shall, except insofar as the context otherwise requires, bear the meanings respectively set against them:

"Trademarks" shall mean the Trademarks listed in Exhibit 1

"Countries" shall mean the Countries in which the Trademarks have been registered.

ARTICLE 2 - ASSIGNMENT

2.1 The Assignor hereby transfers full ownership of the Trademarks to the Assignee, who accepts it.

2.2 This assignment will be effective as from the date of signature of the Agreement.

2.3 As long as the registration procedures to have this Agreement duly recorded in the relevant Trademark Offices are not completed, the Assignor undertakes, in addition to its obligations under Section 6.1 below, not to assign or give licence to any third party other than the Assignee.

ARTICLE 3 - EFFECT OF THE ASSIGNMENT

3.1 The Assignor transfers to the Assignee the benefit of legal claims, if any, against infringement of the Trademarks which are not time-barred on the date hereof, a full and complete list of which is included as Exhibit 2.

ARTICLE 4 - PRICE

4.1 The consideration of this assignment is included in the purchase Price paid by the Assignee to Assignor's affiliate, Solvay USA Inc. under the Asset Purchase Agreement.

ARTICLE 5 - WARRANTIES

5.1 Each party has full corporate power and has obtained all corporate authorizations required to empower it to enter into and perform its obligations under this agreement.

5.2 The Assignor undertakes that it is the legal and registered owner of the Trademarks. The Trademarks are in force and are not subject to any security, interest, option, mortgage, charge or lien. There is no license on the Trademarks.

5.3 At the date of signature, the Assignor undertakes that it is not involved as a party in any litigation, arbitration or contentious administrative proceedings in relation to the Trademarks, no such proceedings have been threatened in writing against it in relation to the Trademarks, and, as far as the Assignor is aware, there is no basis for any such proceedings.

ARTICLE 6 - USE OF TRANSFERRED TRADEMARKS

6.1 As of the Effective Date of this Agreement and while all assignments are being completed for the Trademarks, the parties agree that Assignor and its affiliates will stop using the transferred Trademarks and Assignor and its affiliates shall not file new trademark or domain name applications for the Trademarks in any other country.

ARTICLE 7 - FORMALITIES

7.1 This assignment shall be registered by the Assignee in any register concerned at the Assignee's expense.

7.2 The Assignor undertakes to sign all documents and to complete all necessary steps in order to allow the Assignee to proceed with the registration of this assignment in any register concerned.

7.3 The registration of this assignment with the tax administration may be done by the Assignee who shall pay all registration duties arising therefrom.

ARTICLE 8 - GENERAL

8.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered United States mail, postage prepaid,

or sent by a nationally recognized overnight express courier, with a copy by email, and addressed as follows:

(a) If to Assignor:

Rhodia Operations c/o Solvay USA Inc.
504 Carnegie Center
Princeton, NJ 08540
United States
Telephone: (609) 860-3093
Facsimile: (609) 860-2214
Email: adrienne.pedrosa@solvay.com
Attention: Adrienne Pedrosa, Strategic Marketing Director - Novecare

With copy to:

Solvay USA Inc.
504 Carnegie Center
Princeton, NJ 08540
United States
Telephone: (609) 860-3285
Facsimile: (609) 860-5934
Email: thomas.irwin@solvay.com
Attention: Thomas J. Irwin, GBU Counsel

(b) If to Assignee:

Nexeo Solutions, LLC
3 Waterway Square Place, Suite 1000
The Woodlands, TX 77380
Telephone: 281-297-0700
Facsimile: 281-500-2348
Email: Legal@nexeosolutions.com
Attention: Legal Department

8.2 This Agreement and the Exhibits hereto, and the Asset Purchase Agreement and the Schedules and Exhibits thereto, represent the entire understanding and agreement of the Parties. This Agreement supersedes all prior agreements, understandings or arrangements among the Parties hereto with respect to the subject matter hereof; *provided that* the terms of this Agreement and the Asset Purchase Agreement supplement one another and the rights of the parties hereunder and thereunder are cumulative. This Agreement can be amended, supplemented or changed by a written instrument signed by the Assignor and the Assignee, and any provision hereof can be waived only by written instrument signed by the Party against whom enforcement of such waiver is sought.

8.3 The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.4 The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the State or Federal Courts of Delaware, sitting in


Wilmington, Delaware, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. The formation of this Agreement and the rights and obligations of the parties hereunder will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, but shall be exclusively governed by and construed in accordance with the laws of the State of Delaware, U.S.A. excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

8.5 Whether or not the transactions contemplated hereby are consummated, the Parties hereto shall pay their own respective expenses.

8.6 The Exhibits to this Agreement constitute an integral part of this Agreement and is hereby incorporated into this Agreement by this reference.

8.7 The Parties covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform such acts which are or may become necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written, in two (2) originals.


RHODIA OPERATIONS
Represented by Mark A. Dahlinger
Duly authorized

NEXEO SOLUTIONS, LLC
Represented by _____
Duly authorized

Wilmington, Delaware, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. The formation of this Agreement and the rights and obligations of the parties hereunder will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, but shall be exclusively governed by and construed in accordance with the laws of the State of Delaware, U.S.A. excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

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RHODIA OPERATIONS

Represented by _____

Duly authorized _____



NEXEO SOLUTIONS, LLC

Represented by David Bradley

Duly authorized President and Chief Executive Officer

TRADEMARK

REEL: 006151 FRAME: 0532

EXHIBIT 1

TRADEMARKS

Registered Owner	Trademark	Country	Classes	Filing Date	Filing Number	Registration Date	Registration Number
RHODIA OPERATIONS	MACKSTAT	EUROPEAN UNION	01-03	31/10/2003	003496411	08/08/2005	003496411
RHODIA OPERATIONS	MACKSTAT	UNITED STATES	01	11/02/1988	710725	15/11/1988	1512250
RHODIA OPERATIONS	PARAGON	EUROPEAN UNION	01-03	31/10/2003	003496445	08/08/2005	003496445
RHODIA OPERATIONS	PARAGON	UNITED STATES	01	14/01/1993	74/348303	07/09/1993	1791173

EXHIBIT 2
LEGAL CLAIMS

None.

EXHIBIT 10.1(d)
TRADEMARK COEXISTENCE AGREEMENT

(as attached)