

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Univar Inc.		02/28/2019	Corporation: DELAWARE
Univar USA Inc.		02/28/2019	Corporation: WASHINGTON
Nexeo Solutions, LLC		02/28/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 S LaSalle St.
Internal Address:	IL4-135-09-43
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5251923	AGCHEMEXPERT
Registration Number:	5297841	B MAXXPRO
Registration Number:	5299578	CROP WIZARD
Registration Number:	5385726	KONTROL
Registration Number:	4940330	MAGNABLEND
Registration Number:	5307363	MASTERLINE B MAXX PRO
Registration Number:	5059432	REMOTE SENTRY
Registration Number:	0897170	HI-SOL
Registration Number:	1778942	HIVAL
Registration Number:	1512250	MACKSTAT
Registration Number:	4184210	NEXCOOL
Registration Number:	5507300	NEXEO SOLUTIONS
Registration Number:	4047029	NEXEO SOLUTIONS
Registration Number:	5078009	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA
Registration Number:	5078010	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA
Registration Number:	4905760	NEXSTIM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5552956	NEXSURF
Registration Number:	1791173	PARAGON
Registration Number:	4781847	PRIST
Registration Number:	5072775	REMOVESIT
Registration Number:	5612554	SOLUTIONS LIVE HERE!
Registration Number:	5405293	STARTEX
Registration Number:	1614532	STARTEX
Registration Number:	1614531	STARTEX QUALITY PRODUCTS

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
Email: James.Murray@wolterskluwer.com, ecarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/04/2019

Total Attachments: 9
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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):

- 1. Univar Inc.
- 2. Univar USA Inc.
- 3. Nexeo Solutions, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. Corp.-DE; 2. Corp.-WA; 3. LLC-DE
- 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) February 28, 2019

- Assignment
- Security Agreement
- Other ABL Security Agreement
- 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.

Street Address: 135 S LaSalle St., IL4-135-09-43

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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

B. Trademark Registration No.(s)

See Schedule I

See 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: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

24

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:

Elaine Carrera
Signature

February 28, 2019

Date

Elaine Carrera

Name of Person Signing

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

9

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

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of February 28, 2019, made by each of the Grantors signatory hereto (the “Grantors”), in favor of BANK OF AMERICA, N.A. (“BAML”), in its capacity as U.S. administrative agent for the banks and other financial institutions (collectively, the “Lenders”) from time to time parties to the Credit Agreement (as defined below) and as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (each as defined below).

WHEREAS, pursuant to that certain Amended and Restated ABL Credit Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Univar Inc., a Delaware corporation (the “U.S. Parent Borrower”), the other U.S. Borrowers party thereto, Univar Canada Ltd., as the Canadian Borrower, BAML, as U.S. administrative agent and collateral agent, Bank of America, N.A. (acting through its Canadian branch), as Canadian administrative agent, the Lenders and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain Domestic Subsidiaries of the U.S. Parent Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of their Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it has granted to, and does hereby grant to, the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License. Notwithstanding anything herein to the contrary, in no event shall the Trademarks include any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor’s rights therein or in the resulting registration.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

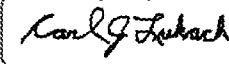
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNIVAR INC., as Grantor

DocuSigned by:

By: _____
Name: Carl Lukach
Title: Executive Vice President and Chief Financial Officer

UNIVAR USA INC.,
NEXEO SOLUTIONS, LLC, each, as Grantor

By: _____
Name: Kerri Howard
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNIVAR INC., as Grantor

By: _____
Name: Carl Lukach
Title: Executive Vice President and Chief Financial Officer

**UNIVAR USA INC.,
NEXEO SOLUTIONS, LLC, each, as Grantor**

DocuSigned by:
Kerni Howard
By: _____
Name: Kerni Howard
Title: Treasurer

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

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS¹

Record Owner	Mark	Status	App/Reg. No.	App/Reg. Date
Univar Inc.	AGCHEMEXPERT	Registered	86920468 5251923	02-25-2016 07-25-2017
Univar Inc.	B MAXXPRO	Registered	87113597 5297841	07-22-2016 09-26-2017
Univar Inc.	CROP WIZARD	Registered	87242390 5299578	11-18-2016 10-03-2017
Univar Inc.	KONTROL	Registered	87509744 5385726	01-28-2017 01-23-2018
Magnablend, Inc.	MAGNABLEND	Registered	86695453 4940330	07-16-2015 04-19-2016
Univar Inc.	MASTERLINE B MAXX PRO	Registered	86904202 5307363	02-10-2016 10-10-2017
Univar Inc.	REMOTE SENTRY	Registered	86935988 5059432	03-10-2016 10-11-2016
Nexeo Solutions, LLC	HI-SOL	Registered	72311003 0897170	10-31-1968 06-09-1970
Nexeo Solutions, LLC	HIVAL	Registered	74320200 1778942	10-05-1992 06-29-1993
Nexeo Solutions, LLC	MACKSTAT	Registered	73710725 1512250	02-11-1988 11-15-1988
Nexeo Solutions, LLC	NEXCOOL	Registered	85333895 4184210	05-31-2011 06-31-2012
Nexeo Solutions, LLC	NEXEO SOLUTIONS (Stylized)	Registered	87687346 5507300	11-16-2017 07-03-2018
Nexeo Solutions, LLC	NEXEO SOLUTIONS	Registered	85229995 4047029	01-31-2011 10-25-2011
Nexeo Solutions, LLC	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILAMENT and Design	Registered	87001151 5078009	04-14-2016 11-08-2016

¹ With respect to trademarks owned by Magnablend Inc., record owner will be updated post-closing to demonstrate merger of Magnablend Inc. into Univar USA Inc.

Nexeo Solutions, LLC	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILAMENT	Registered	87001193 5078010	04-14-2016 11-08-2016
Nexeo Solutions, LLC	NEXSTIM	Registered	86292256 4905760	05-27-2014 02-23-2016
Nexeo Solutions, LLC	NEXSURF	Registered	87266799 5552956	12-13-2016 09-04-2018
Nexeo Solutions, LLC	PARAGON	Registered	74348303 1791173	01-14-1993 09-07-1993
Nexeo Solutions, LLC	PRIST	Registered	86474035 4781847	12-08-2014 07-28-2015
Nexeo Solutions, LLC	REMOVESIT	Registered	86952021 5072775	03-24-2016 11-01-2016
Nexeo Solutions, LLC	SOLUTIONS LIVE HERE!	Registered	87315249 5612554	01-26-2017 11-20-2018
Nexeo Solutions, LLC	STARTEX and Design	Registered	87450205 5405293	05-15-2017 02-20-2018
Nexeo Solutions, LLC	STARTEX	Registered	73673908 1614532	07-23-1987 09-25-1990
Nexeo Solutions, LLC	STARTEX QUALITY PRODUCTS and Design	Registered	73673907 1614531	07-23-1987 09-25-1990