

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexeo Solutions, LLC		03/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexeo Solutions Plastics, 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: 3			
Property Type	Number	Word Mark	
Registration Number:	1778942	HIVAL	
Registration Number:	5078010	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA	
Registration Number:	5078009	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA	
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:	03/26/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), effective as of March 22, 2019 (“Effective Date”), is by and between Nexeo Solutions, LLC, a limited liability company organized and existing under the laws of Delaware (“Assignor”) and Nexeo Solutions Plastics, LLC, a limited liability company organized and existing under the laws of Delaware (“Assignee”).

WHEREAS, that certain Purchase and Sale Agreement, dated as of February 8, 2019, by and among Nexeo Solutions, Inc., a corporation organized and existing under the laws of Delaware (“Seller”), Neon Holdings, Inc., a corporation organized and existing under the laws of Delaware, and solely for purposes of Section 13.18 therein, Univar Inc., a corporation organized and existing under the laws of Delaware (the “Purchase Agreement”), contemplates that Seller will, and will cause its Affiliates to, sell, convey, assign and transfer to the Transferred Entities, the Plastics Assets prior to Closing;

WHEREAS, Assignor hereby desires to sell, convey, assign and transfer to Assignee its entire worldwide right, title and interest in, to and under the Plastics Business Intellectual Property Rights, which are owned by Assignor or Assignor’s Affiliates other than the Transferred Entities, including the Registered Intellectual Property Rights set forth on Exhibit A, hereto (the “Assigned IP”); and

WHEREAS, Assignee desires to acquire the Assigned IP from Assignor.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assigned IP. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee Assignor’s entire worldwide right, title and interest in, to and under the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, free and clear of all Liens, other than Permitted Liens, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.

3. Domain Name Assignment Agreement. The transfer of the domain names included in the Assigned IP shall be effected by a Domain Name Assignment Agreement, by and between Assignor and Assignee.
4. Third Parties. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP.
5. Governing Law. This Assignment shall be governed and construed in accordance with the Laws of the State of Delaware, without regard to any applicable conflicts of laws provisions. Each of the Parties (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any federal court located in the State of Delaware in the event any dispute arises out of this Assignment or any of the transactions contemplated by this Assignment; (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iii) agrees that it will not bring any Action relating to this Assignment or any of the transactions contemplated by this Assignment in any court other than the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any federal court located in the State of Delaware; (iv) waives any objection that it may now or hereafter have to the venue of any such Action in the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any federal court located in the State of Delaware or that such Action was brought in an inconvenient court and agrees not to plead or claim the same; and (v) consents to service being made through the notice procedures set forth in Section 13.03 of the Purchase Agreement. Each of the Parties to this Assignment hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Assignment whether at law or in equity, whether in contract or tort or otherwise.
6. Further Assurances. Upon reasonable request by Assignee, Assignor will (and, to the extent necessary, will cause its Affiliates to) execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest and perfect in Assignee such right, title, and interest in and to the Assigned IP as sold, conveyed, assigned and transferred to Assignee hereunder.
7. Recordation. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.
8. Notices. Any notice required or permitted under this Assignment shall be delivered and deemed given in accordance with Section 13.03 (*Notices*) of the Purchase Agreement; provided that, "Seller" shall be deemed to refer to Assignor and "Buyer" shall be deemed to refer to Assignee.
9. Interpretation; Entire Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the provisions of the

Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between any provision of this Assignment and any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall be deemed to be controlling. Subject to the foregoing, the Purchase Agreement, the Domain Name Assignment Agreement and this Assignment constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

10. Amendments; Waivers. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced. No failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. Counterparts. This Assignment may be executed in any number of counterparts (including by facsimile or by attachment to electronic mail in portable document format (.pdf)), each such counterpart being deemed an original instrument, and all such counterparts shall together constitute the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

As Assignor:

Nexeo Solutions, LLC

By: 

Name: Jeffrey W. Carr
Title: Secretary

As Assignee:

Nexeo Solutions Plastics, LLC

By: 

Name: Jeffrey W. Carr
Title: Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006601 FRAME: 0377

EXHIBIT A
ASSIGNED IP

Trademarks:

Owner	Trademark	Jurisdiction	Reg. # ("RN") / App. # ("AN")	Registration Date ("RD") / Filing Date ("FD")	Expiration Date
Nexeo Solutions, LLC	HIVAL	USA	RN: 1778942	RN: 06/29/93	06/29/23
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Words)	USA	RN: 5078010	RD: 11/08/16	11/08/26
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Image)	USA	RN: 5078009	RD: 11/08/16	11/08/26
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Color) Logo	European Union	RN: 1304501 (WIPO RN: 1304501)	RD: 04/20/16	04/20/26
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Color) Logo	World Intellectual Property Organization	RN: 1304501	RD: 04/20/16	04/20/26
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Color) Logo	Norway	RN: 1304501 (WIPO RN: 1304501)	RD: 04/20/16	04/20/26
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Color) Logo	Russian Federation	RN: 1304501 (WIPO RN: 1304501)	RD: 4/20/16	04/20/26
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Color) Logo	Switzerland	RN: 1304501 (WIPO RN: 1304501)	RD: 04/20/16	04/20/26
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Color) Logo	Turkey	AN: 2016/68424 (WIPO RN: 1304501)	FD: 4/20/16	Application Pending
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Color) Logo	Ukraine	RN: 1304501 (WIPO RN: 1304501)	RD: 04/20/16	04/20/26