

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/31/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Univar Solutions Inc.		
Street Address:	3075 Highland Pkwy		
Internal Address:	#200		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Corporation: DELAWARE		
Name:	Univar Solutions USA Inc.		
Street Address:	3075 Highland Pkwy		
Internal Address:	#200		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2649295	PESTWEB	
Registration Number:	2054686	PESTWEB	
Registration Number:	2444845	BALER'S CHOICE	
Registration Number:	3108029	I MAXX PRO	
Registration Number:	2459904	MASTERLINE	
Registration Number:	2714133	MASTERLINE	
Registration Number:	4804755	PROVMWEB	
Registration Number:	5297841	B MAXXPRO	
Registration Number:	5385726	KONTROL	
Registration Number:	5307363	MASTERLINE B MAXX PRO	

CH \$265.00 2649295

CORRESPONDENCE DATA**Fax Number:** 2124464900*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:** 2123904147**Email:** amanda.cirella@kirkland.com**Correspondent Name:** Amanda Cirella (Paralegal)**Address Line 1:** Kirkland & Ellis LLP**Address Line 2:** 601 Lexington Avenue**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22595-1
NAME OF SUBMITTER:	Amanda Cirella
SIGNATURE:	//Amanda Cirella//
DATE SIGNED:	01/02/2020

Total Attachments: 5

source=Univar - Release of IP - ABL (Executed)_ (65879141_1)#page1.tif

source=Univar - Release of IP - ABL (Executed)_ (65879141_1)#page2.tif

source=Univar - Release of IP - ABL (Executed)_ (65879141_1)#page3.tif

source=Univar - Release of IP - ABL (Executed)_ (65879141_1)#page4.tif

source=Univar - Release of IP - ABL (Executed)_ (65879141_1)#page5.tif

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 31, 2019 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent for the Secured Parties (as defined in the Credit Agreement) (the “Collateral Agent”), in favor of each grantor party identified on the signature page hereto (collectively, the “Grantors” and each individually the “Grantor”).

WHEREAS, pursuant to that certain Amended and Restated ABL Credit Agreement, dated as of July 28, 2015, as amended and restated as of February 28, 2019 and as amended by Amendment No. 1, dated of November 22, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Univar Solutions Inc. (formerly known as Univar Inc.), a Delaware corporation (the “U.S. Parent Borrower”), the U.S. Subsidiary Borrowers (as defined in the Credit Agreement, and together with the U.S. Parent Borrower, the “Borrowers”), Bank of America, N.A., as U.S. Administrative Agent and Collateral Agent, the Lenders and the other parties from time to time party thereto, the Lenders severally agreed to make available certain revolving facilities to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Amended and Restated ABL Guarantee and Collateral Agreement, dated as of July 28, 2015, as amended and restated as of February 28, 2019 and as amended by Amendment No. 1, dated as of November 22, 2019 (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the Collateral Agent, the Grantors and certain other parties thereto, the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent for the benefit of the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered (a) a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of July 28, 2015 (the “2015 Trademark Security Agreement”) and (b) a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of February 28, 2019 (the “2019 Trademark Security Agreement”, and together with the 2015 Trademark Security Agreement, the “Trademark Security Agreements”), each for recordation with the United States Patent and Trademark Office;

WHEREAS, the 2015 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 30, 2015 at Reel/Frame 5588/0695;

WHEREAS, the 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 4, 2019 at Reel/Frame 6579/0511; and

WHEREAS, in reliance on the representations and warranties made in that certain Officer’s Certificate, dated December 31, 2019 (the “Officer’s Certificate”), made by the Borrower concerning the permitted sale of the trademark registrations and applications set forth on Schedule 1 attached hereto (the “Released Trademarks”), the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels any and all of its security interest in all of the Released Trademarks and all Proceeds (other than, for the avoidance of doubt, the Proceeds of the sale of the Released Trademarks pursuant to the Purchase Agreement (as defined in the Officer's Certificate)) and products of any and all of the Released Trademarks, together with the goodwill of the business symbolized thereby, and any renewals, reissues, continuations or extensions thereof, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademarks under the Trademark Security Agreements, the Collateral Agent, without representation or warranty of any kind, hereby retransfers, reconveys and reassigns such right, title or interest to the Grantor. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given to evidence the release and termination of the Collateral Agent's rights under the Security Agreement and the Trademark Security Agreements with respect to the Released Trademarks.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademarks and to no other Collateral arising under the Security Agreement or the Trademark Security Agreements (the "Retained Collateral"). The Collateral Agent retains all security interest granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreements in all such Retained Collateral, and the Collateral Agent's security interest in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

6. 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; signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first above written.

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

By: BHB
Name: Brad Breidenbach
Title: Senior Vice President


IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first above written.

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

By: _____
Name:
Title: Duly Authorized Signatory

GRANTORS:

**UNIVAR SOLUTIONS INC.
UNIVAR SOLUTIONS USA INC.**

By: 
Name: Kerri Howard
Title: Vice President and Treasurer

Schedule 1

TRADEMARK COLLATERAL

Release of Reel/Frame 5588/0695:

Record Owner	Mark	Status	App/Reg. No.	App/Reg. Date
Univar USA Inc.	PESTWEB	Registered	76363350 2649295	01-24-2002 11-12-2002
Univar USA Inc.	PESTWEB	Registered	75068360 2054686	03-06-1996 04-22-1997
Univar USA Inc.	BALER'S CHOICE	Registered	75554734 2444845	07-17-1998 04-17-2001
Univar USA Inc.	I MAXX PRO	Registered	78503662 3108029	10-21-2004 06-20-2006
Univar Solutions Inc.	MASTERLINE	Registered	75154409 2459904	08-22-1996 06-12-2001
Univar Solutions Inc.	MASTERLINE	Registered	76146770 2714133	10-13-2000 05-06-2003
Univar Solutions Inc.	PROVMWEB	Registered	86/149881 4804755	12-20-2013 09-01-2015

Release of Reel/Frame 6579/0511:

Record Owner	Mark	Status	App/Reg. No.	App/Reg. Date
Univar Solutions Inc.	B MAXXPRO	Registered	87113597 5297841	07-22-2016 09-26-2017
Univar Solutions Inc.	KONTROL	Registered	87509744 5385726	01-28-2017 01-23-2018
Univar Solutions Inc.	MASTERLINE B MAXX PRO	Registered	86904202 5307363	02-10-2016 10-10-2017