

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/30/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Univar Solutions USA Inc. f/k/a Univar USA Inc.		12/30/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	ES OpCo USA LLC		
Street Address:	3075 Highway Parkway Ste 200		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2649295	PESTWEB	
Registration Number:	2054686	PESTWEB	
Registration Number:	3108029	I MAXX PRO	
CORRESPONDENCE DATA			
Fax Number:	3142593939		
<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:	314-863-0800		
Email:	susan.brooks@stinson.com		
Correspondent Name:	Stinson LLP		
Address Line 1:	7700 Forsyth Blvd.		
Address Line 2:	Suite 1100		
Address Line 4:	SAINT LOUIS, MISSOURI 63105		
NAME OF SUBMITTER:	David S. Kim		
SIGNATURE:	/David S. Kim/		
DATE SIGNED:	02/17/2020		
Total Attachments: 6			
source=Trade mark agreement - Univar Solutions USA Inc and ES OpCo USA LLC#page1.tif			

CH \$90.00 2649295

source=Trade mark agreement - Univar Solutions USA Inc and ES OpCo USA LLC#page2.tif
source=Trade mark agreement - Univar Solutions USA Inc and ES OpCo USA LLC#page3.tif
source=Trade mark agreement - Univar Solutions USA Inc and ES OpCo USA LLC#page4.tif
source=Trade mark agreement - Univar Solutions USA Inc and ES OpCo USA LLC#page5.tif
source=Trade mark agreement - Univar Solutions USA Inc and ES OpCo USA LLC#page6.tif

TRADEMARK AGREEMENT

WHEREAS, under the terms of the Intellectual Property Assignment dated December 30, 2019 (the "Effective Date") by and between Univar Solutions USA Inc. f/k/a Univar USA Inc., a Washington corporation ("Assignor") and ES OpCo USA LLC, a Delaware limited liability company ("Assignee"), Assignor and Assignee have agreed to enter into this Trademark Agreement for recording with the appropriate entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor assigned, transferred and conveyed on the Effective Date, or hereby assigns, transfers and conveys *nunc pro tunc* on the Effective Date, to Assignee all of Assignor's right, title and interest in and to certain trademarks throughout the world (the "Trademarks"), including the registrations and/or applications thereof listed in the attached Schedule, together with any renewals or extensions that are or may be secured now or hereafter, and the goodwill of the business associated therewith and symbolized thereby, including all common law rights, all income, royalties and payments due or payable now or hereafter and all claims for damages for reason of past, present or future infringement, dilution or other unauthorized use of the Trademarks, with the right to sue and collect therefor.

2. Recordation. Assignor hereby authorizes the officials of the appropriate entities or agencies to record this

Trademark Agreement and to register the Trademarks to Assignee or its successors or assigns upon request by Assignee or its successors or assigns.

3. Further Actions. Assignor hereby agrees to execute any further documents that may be needed in the future to record and vest full title in and to the Trademarks in Assignee or its successors or assigns.

4. Successors and Assigns. This Trademark Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. NO WARRANTY. ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY IN THIS TRADEMARK AGREEMENT WITH RESPECT TO THE CONDITION OF THE CONTRIBUTED ASSETS AND THAT ASSIGNEE IS ACCEPTING THE CONTRIBUTED ASSETS "AS IS," WITH ALL FAULTS.

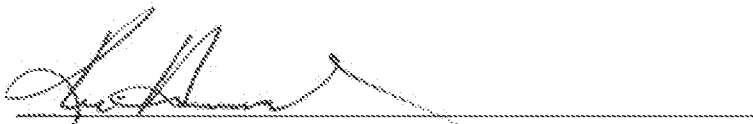
6. Governing Law. This Trademark Agreement and any claim, controversy, dispute or cause of actions based upon, arising out of, or relating to this Trademark Agreement will be governed by and construed in accordance with the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule, whether of the State of Delaware or any other jurisdiction.

7. Counterparts. This Trademark Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Agreement.

IN WITNESS WHEREOF, Assignor has executed this Trademark Agreement on this 7th day of February, 2020.

ASSIGNOR

Univar Solutions USA Inc.



Name: Kerri Howard

Title: Treasurer

Agreed to and accepted by:

ASSIGNEE

ES OPCO USA LLC

Name: Trace McEuen

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor has executed this Trademark Agreement on this 7th day of February, 2020.

ASSIGNOR

Univar Solutions USA Inc.

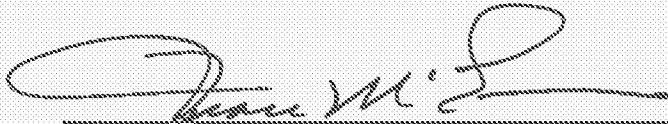
Name: Kerri Howard

Title: Treasurer

Agreed to and accepted by:

ASSIGNEE

ES OPCO USA LLC



Name: Trace McEuen

Title: Chief Executive Officer

SCHEDULE

MARK	COUNTRY STATUS	Filing Details
PESTWEB	AUSTRALIA REGISTERED	App No. 832470 File Date: 04/19/2000 Reg No. 832470 Reg Date: 09/10/2001
PESTWEB	CANADA REGISTERED	App No. 1620902 File Date: 04/03/2013 Reg No. TMA895,420 Reg Date: 01/29/2015
PESTWEB	CANADA REGISTERED	App No. 0818686 File Date: 07/23/1996 Reg No. TMA492986 Reg Date: 04/16/1998
PESTWEB	CANADA REGISTERED	App No. 1018834 File Date: 06/11/1999 Reg No. TMA613842 Reg Date: 06/29/2004
PESTWEB	CHINA REGISTERED	App No. 9900055924 File Date: 05/21/1999 Reg No. 1449466 Reg Date: 09/28/2000
PESTWEB	CHINA REGISTERED	App No. 9900055923 File Date: 05/21/1999 Reg No. 1551547 Reg Date: 04/07/2001
PESTWEB	EUROPEAN UNION (EUTM) REGISTERED	App No. 1164573 File Date: 05/06/1999 Reg No. 1164573 Reg Date: 08/01/2000

MARK	COUNTRY STATUS	Filing Details
PESTWEB	JAPAN REGISTERED	App No. 1999-41498 File Date: 05/12/1999 Reg No. 4438845 Reg Date: 12/08/2000
PESTWEB	MEXICO REGISTERED	App No. 256678 File Date: 03/08/1996 Reg No. 642,830 Reg Date: 02/24/2000
PESTWEB	UNITED STATES REGISTERED	App No. 76/363,350 File Date: 01/24/2002 Reg No. 2,649,295 Reg Date: 11/12/2002
PESTWEB	UNITED STATES REGISTERED	App No. 75/068,360 File Date: 03/06/1996 Reg No. 2,054,686 Reg Date: 04/22/1997
BALER'S CHOICE	UNITED STATES REGISTERED	App No. 75/554,734 File Date: 09/17/1998 Reg No. 2,444,845 Reg Date: 04/17/2001
I MAXX PRO	UNITED STATES REGISTERED	App No. 78/503,662 File Date: 10/21/2004 Reg No. 3,108,029 Reg Date: 05/20/2006