

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/30/2019

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Univar Solutions Inc. f/k/a Univar Inc.		12/30/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ES OpCo USA LLC
<b>Street Address:</b>	3075 Highway Parkway Ste 200
<b>City:</b>	Downers Grove
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60515
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5297841	B MAXXPRO
Registration Number:	5385726	KONTROL
Registration Number:	2459904	MASTERLINE
Registration Number:	2714133	MASTERLINE
Registration Number:	5307363	MASTERLINE B MAXX PRO
Registration Number:	4804755	PROVMWEB

## CORRESPONDENCE DATA

Fax Number: 3142593939

*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: 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

<b>NAME OF SUBMITTER:</b>	David S. Kim
<b>SIGNATURE:</b>	/David S. Kim/

CH \$165.00 5297841

<b>DATE SIGNED:</b>	02/17/2020
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**Total Attachments: 8**

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- source=Trade mark agreement - Univar Solutions Inc and ES OpCO USA LLC#page2.tif
- source=Trade mark agreement - Univar Solutions Inc and ES OpCO USA LLC#page3.tif
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- source=Trade mark agreement - Univar Solutions Inc and ES OpCO USA LLC#page6.tif
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TRADEMARK AGREEMENT

**WHEREAS**, under the terms of the Intellectual Property Assignment dated December 30, 2019 (the "Effective Date") by and between Univar Solutions Inc. f/k/a Univar Inc., a Delaware 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.

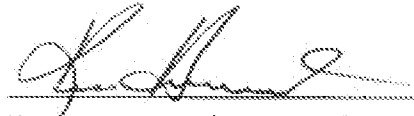
5. NO WARRANTY. ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY IN THIS TRADEMARK AGREEMENT WITH RESPECT TO THE CONDITION OF THE CONTRIBUTED ASSETS AND THAT ASSIGNEE IS ACCEPTING THE CONTRIBUTED ASSETS "AS IS," WITH ALL FAULTS.

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 INC.



Name: Kerri Howard

Title: Treasurer

Agreed to and accepted by:

**ASSIGNEE**  
ES OPCO USA LLC

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Name: Trace McEuen

Title: Chief Executive Officer

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

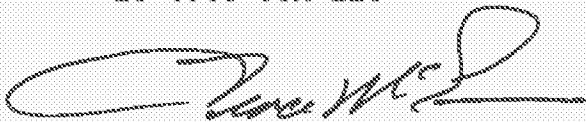
**ASSIGNOR**  
UNIVAR SOLUTIONS INC.

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Name: Kerri Howard  
Title: Treasurer

Agreed to and accepted by:

**ASSIGNEE**  
ES OPCO USA LLC



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Name: Trace McEuen  
Title: Chief Executive Officer

## SCHEDULE

MARK	COUNTRY STATUS	Filing Details
B MAXXPRO	UNITED STATES  REGISTERED	App No. 87/113,597 File Date: 07/22/2016  Reg No. 5297841 Reg Date: 09/26/2017
KONTROL	BRAZIL  PENDING	App No. 913909009 File Date: 12/15/2017
KONTROL	CANADA  REGISTERED	App No. 1872949 File Date: 12/19/2017  Reg No. TMA1038510 Reg Date: 07/09/2019
KONTROL	MEXICO  REGISTERED	App No. 1988921 File Date: 12/19/2017
KONTROL	UNITED STATES  REGISTERED	App No. 87/509,744 File Date: 06/28/2017  Reg No. 5385726 Reg Date: 01/23/2018
MASTERLINE	CANADA  REGISTERED	App No. 1623336 File Date: 04/22/2013  Reg No. TMA890,007 Reg Date: 11/14/2014
MASTERLINE	JAMAICA  REGISTERED	App No. 67208 File Date: 05/21/2015  Reg No. 67208 Reg Date: 03/23/2016

MARK	COUNTRY STATUS	Filing Details
MASTERLINE	TRINIDAD & TOBAGO  REGISTERED	App No. 49769 File Date: 05/19/2015  Reg No. 49769 Reg Date: 12/19/2018
MASTERLINE	TRINIDAD & TOBAGO  REGISTERED	App No. 53396 File Date: 11/09/2017  Reg No. 53396 Reg Date: 09/27/2018
MASTERLINE	UNITED STATES  REGISTERED	App No. 75/154,409 File Date: 08/22/1996  Reg No. 2,459,904 Reg Date: 06/12/2001
MASTERLINE	UNITED STATES  REGISTERED	App No. 76/146,770 File Date: 10/13/2000  Reg No. 2,714,133 Reg Date: 09/06/2003
MASTERLINE & MAXX PRO	UNITED STATES  REGISTERED	App No. 86/904,202 File Date: 02/10/2016  Reg No. 5307363 Reg Date: 10/10/2017
PESTWEB	BRAZIL  REGISTERED	App No. 805200454 File Date: 08/27/2012  Reg No. 805200454 Reg Date: 07/21/2015
PESTWEB	BRAZIL  REGISTERED	App No. 840246641 File Date: 08/27/2012  Reg No. 840246641 Reg Date: 11/24/2015
PESTWEB	BRAZIL  REGISTERED	App No. 840246668 File Date: 08/27/2012  Reg No. 840246668 Reg Date: 07/21/2015



MARK	COUNTRY STATUS	Filing Details
PESTWEB	BRAZIL  REGISTERED	App No. 840246650 File Date: 08/27/2012  Reg No. 840246650 Reg Date: 07/21/2015
PESTWEB	BRAZIL  REGISTERED	App No. 840246676 File Date: 08/27/2012  Reg No. 840246676 Reg Date: 07/21/2015
PESTWEB	BRAZIL  REGISTERED	App No. 909615543 File Date: 07/01/2015  Reg No. 909615543 Reg Date: 10/31/2017
PESTWEB	NEW ZEALAND  REGISTERED	App No. 985940 File Date: 10/10/2013  Reg No. 985940 Reg Date: 04/11/2014
PESTWEB	NEW ZEALAND  REGISTERED	App No. 985939 File Date: 10/10/2013  Reg No. 985939 Reg Date: 04/11/2014
PESTWEB	NEW ZEALAND  REGISTERED	App No. 985941 File Date: 10/10/2013  Reg No. 984941 Reg Date: 04/11/2014
PESTWEB	NEW ZEALAND  REGISTERED	App No. 985942 File Date: 10/10/2013  Reg No. 985942 Reg Date: 04/11/2014
PESTWEB	NEW ZEALAND  REGISTERED	App No. 985943 File Date: 10/10/2013  Reg No. 985943 Reg Date: 04/11/2014

MARK	COUNTRY STATUS	Filing Details
PROVMWEB	CANADA  REGISTERED	App No. 1658863 File Date: 01/08/2014  Reg No. TMA894,930 Reg Date: 01/23/2015
PROVMWEB	UNITED STATES  REGISTERED	App No. 86/149,881 File Date: 12/20/2013  Reg No. 4,804,755 Reg Date: 09/01/2015