

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828812

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|---|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest (ABL) in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UNIVAR SOLUTIONS UK LIMITED | | 08/01/2023 | Limited Corporation: ENGLAND AND WALES |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent | | |
| Street Address: | 550 South Tryon St. | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28202 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6867105 | CAFLON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.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: | Sophie Bolt | | |
| SIGNATURE: | /Sophie Bolt/ | | |
| DATE SIGNED: | 08/02/2023 | | |
| Total Attachments: 6 | | | |
| source=b11b. Univar ABL - Trademark Security Agreement (ABL - U.K. Entity) - Cover Sheet#page1.tif | | | |
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Notice of Grant of Security Interest in Trademarks (ABL)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL), dated as of August 1, 2023 (this “Notice”), made by UNIVAR SOLUTIONS UK LIMITED., a company incorporated in England and Wales with company number 00139876 (the “Pledgor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to (i) the Asset-Based Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of August 1, 2023, among WINDSOR HOLDINGS II, LLC, WINDSOR HOLDINGS III, UNIVAR SOLUTIONS CANADA LTD., UNIVAR NETHERLANDS HOLDING B.V. and the other Borrowers from time to time party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent and as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein) and (ii) the English law security deed, dated as of August 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), between, amongst others, the Pledgor and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Notice. As used in this Notice, the following term has the meaning specified below:

“Trademarks”: means all of the following: (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those listed on *Schedule I*, (b) all goodwill associated with or symbolized by the foregoing, (c) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing and (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement, dilutions or other violations thereof.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all Trademarks of the United States of America, including those listed on *Schedule I*, now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”); provided, however, that the foregoing pledge, assignment and grant of security interest will not cover 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 Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set

forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

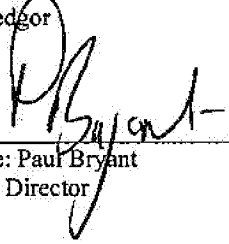
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Notice shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

UNIVAR SOLUTIONS UK LIMITED,
as Pledgor

By: 
Name: Paul Bryant
Title: Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (ABL)]

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: ERICA SCOLA
Title: DIRECTOR

Trademarks Owned by Univar Solutions UK Limited

U.S. Trademark Registrations

| <u>Trademark</u> | <u>Owner</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|--------------------------------|-------------------------|--------------------------|
| CAFLON | UNIVAR SOLUTIONS UK LTD. | 6867105 | October 4, 2022 |

Canadian Trademark Registrations

| <u>Trademark</u> | <u>Owner</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|--------------------------------|-------------------------|--------------------------|
| CAFLON | UNIVAR SOLUTIONS UK LTD. | 2062747 | November 9, 2020 |