

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828815

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 CANADA LTD.		08/01/2023	Limited Corporation: ALBERTA
Univar Solutions Inc.		08/01/2023	Corporation: DELAWARE
Nexeo Solutions, LLC		08/01/2023	Limited Liability Company: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	5277361	NEXUSAG	
Registration Number:	5277360	NEXUSAG	
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: 9			

OP \$65.00 5277361

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ADDITIONAL CONVEYING PARTIES

	<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Address</u>
1.	Univar Solutions Inc.	Delaware Secretary of State	Corporation	3075 Highland Parkway, Suite 200, Downers Grove, IL 60515
2.	Nexeo Solutions, LLC	Delaware Secretary of State	LLC	3 Waterway Square Place, Suite 1000, The Woodlands, TX 77380

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 CANADA LTD., an Alberta corporation and UNIVAR SOLUTIONS, INC., an Alberta corporation (each, a "Pledgor" and collectively the "Pledgors"), 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 Canadian Collateral Agreement (ABL), dated as of August 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between 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 Pledgors 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 now 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. Each 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.

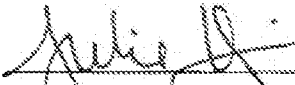
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall 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 CANADA LTD.

By: 
Name: Julie Halperin
Title: Secretary

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

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


NEXEO SOLUTIONS, LLC

By: Alexa Colin
Name: ~~Alexa Collins~~ Colin
Title: Secretary

UNIVAR SOLUTIONS INC.

By: Alexa Colin
Name: ~~Alexa Collins~~ Colin
Title: Senior Vice President, General Counsel and Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: ERICA SCOLA
Title: DIRECTOR

Trademarks Owned by Univar Solutions Canada Ltd.

U.S. Trademark Registrations

<u>Trademark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
NEXUSAG	UNIVAR SOLUTIONS CANADA LTD.	5277361	August 29, 2017
NEXUSAG	UNIVAR SOLUTIONS CANADA LTD.	5277360	August 29, 2017

Canada Trademark Registrations

Trademark	Owner	Application No.	Registration No.	Issuance / Registration Date
Univar Solutions Inc.	Univar Solutions Inc.	1037325	TMA575988	2003-02-19
CHEMPOINT.COM & DESIGN	Univar Solutions Inc.	1076553	TMA677537	2006-11-23
CHEMPOINT	Univar Solutions Inc.	1618548	TMA895421	2015-01-29
C CHEMPOINT & Design	Univar Solutions Inc.	1649077	TMA898020	2015-03-04
INNOVATE. GROW. TOGETHER.	Univar Solutions Inc.	1989081		
Univar Insignia	Univar Solutions Inc.	1990328		
THE SMART ACIDS	Univar Solutions Inc.	2236348		
NEXEO SOLUTIONS	Nexeo Solutions, LLC	1515234	TMA865002	2013-11-14
NEXCOOL	Nexeo Solutions, LLC	1554288	TMA848465	2013-04-15
NexStim	Nexeo Solutions, LLC	1704415	TMA930891	2016-03-08
SOLUTIONS LIVE HERE!	Nexeo Solutions, LLC	1820232	TMA1072283	2020-02-11
VANOL	Univar Solutions Canada Ltd.	0420291	TMA234127	1979-06-29
CHEMCARE & DESIGN	Univar Solutions Canada Ltd.	0613599	TMA381470	1991-03-15
CHEMCARE	Univar Solutions Canada Ltd.	0637787	TMA474788	1997-04-15
VAN WATERS & ROGERS LTD.	Univar Solutions Canada Ltd.	0640084	TMA382337	1991-03-29
VW&R & DESIGN	Univar Solutions Canada Ltd.	0657393	TMA397290	1992-04-17
GUARDSMAN & DESIGN	Univar Solutions Canada Ltd.	0705221	TMA416080	1993-08-27

Trademark	Owner	Application No.	Registration No.	Issuance / Registration Date
GUARDSMAN	Univar Solutions Canada Ltd.	0736768	TMA432086	1994-08-19
DIRECT LINK	Univar Solutions Canada Ltd.	0866931	TMA514174	1999-08-10
TRUE NORTH DESIGN	Univar Solutions Canada Ltd.	0889235	TMA525035	2000-03-15
YIELD MAX	Univar Solutions Canada Ltd.	1178951	TMA617015	2004-08-19
PHOS MAX	Univar Solutions Canada Ltd.	1178952	TMA625719	2004-11-17
GLADIATOR	Univar Solutions Canada Ltd.	1366498	TMA722737	2008-09-02
3 Barrel Design	Univar Solutions Canada Ltd.	1420955	TMA763711	2010-04-08
STOCHEM	Univar Solutions Canada Ltd.	1434893	TMA773607	2010-08-03
YOU'RE INDEPENDENT. NOT ALONE	Univar Solutions Canada Ltd.	1681629	TMA919092	2015-11-02
GUARDSMAN & Design	Univar Solutions Canada Ltd.	1753220	TMA991888	2018-03-06
NEXUSAG & Design	Univar Solutions Canada Ltd.	1776022	TMA989294	2018-01-24
NEXUSAG	Univar Solutions Canada Ltd.	1776023	TMA989296	2018-01-24
NEXSURF	Univar Solutions Canada Ltd.	1814887	TMA1048988	2019-08-14