

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnablend, Inc.		02/12/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon Street		
Internal Address:	Mail Code NC1-001-15-02		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3625468	MAGNABLEND	
Registration Number:	3645628	MAGNABLEND INC. CUSTOM CHEMICAL MANUFACTURING, BLENDING & PACKAGING	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Ave		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	‎22595-8‎		
NAME OF SUBMITTER:	Hayley Smith		

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Signature:	//Hayley Smith//
Date:	02/25/2013
Total Attachments: 6 source=Univar Magnablend - Term Trademark Security Agreement [EXECUTED]_(25259094_1)#page1.tif source=Univar Magnablend - Term Trademark Security Agreement [EXECUTED]_(25259094_1)#page2.tif source=Univar Magnablend - Term Trademark Security Agreement [EXECUTED]_(25259094_1)#page3.tif source=Univar Magnablend - Term Trademark Security Agreement [EXECUTED]_(25259094_1)#page4.tif source=Univar Magnablend - Term Trademark Security Agreement [EXECUTED]_(25259094_1)#page5.tif source=Univar Magnablend - Term Trademark Security Agreement [EXECUTED]_(25259094_1)#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of February 12, 2013, by Magnablend, Inc. ("Pledgor"), a Texas Corporation, in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Pledgor is party to a Pledge and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

Notwithstanding the foregoing, no lien on or security interest in any Trademark application filed on an intent-to-use basis shall be pledged or granted hereunder until such time, if any, as a statement of use or an amendment to allege use has been filed and accepted by the U.S. Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

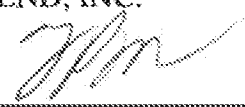
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MAGNABLEND, INC.

By:  _____

Name: Thomas P. Martin

Title: Treasurer

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

By: _____

Name:

Title:

{Signature page to Trademark Security Agreement – Term Loan}

TRADEMARK

REEL: 004969 FRAME: 0778

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MAGNABLEND, INC.

By: _____
Name:
Title:

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

By: Juliana O'Neal
Name:
Title: **Juliana O'Neal
Vice President**

[Signature Page to Trademark Security Agreement – Term Loan]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Magnablnd, Inc.	3,625,468	MAGNABLEND
Magnablnd, Inc.	3,645,628	MAGNABLEND INC. CUSTOM CHEMICAL MANUFACTURING, BLENDING & PACKAGING (and Design)

Trademark Applications:

None.