

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Magnablend, Inc.		02/12/2013	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3625468	MAGNABLEND	
Registration Number:	3645628	MAGNABLEND INC. CUSTOM CHEMICAL MANUFACTURING, BLENDING & PACKAGING	
<b>CORRESPONDENCE DATA</b>			
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:	2124464900		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	&#8206;22595-8&#8206;		
<b>NAME OF SUBMITTER:</b>	Hayley Smith		

CH \$65.00 3625468

Signature:	//Hayley Smith//
Date:	02/25/2013
<b>Total Attachments: 5</b> source=Univar Magnablend - ABL Trademark Security Agreement [EXECUTED]_(25259079_1)#page1.tif source=Univar Magnablend - ABL Trademark Security Agreement [EXECUTED]_(25259079_1)#page2.tif source=Univar Magnablend - ABL Trademark Security Agreement [EXECUTED]_(25259079_1)#page3.tif source=Univar Magnablend - ABL Trademark Security Agreement [EXECUTED]_(25259079_1)#page4.tif source=Univar Magnablend - ABL Trademark Security Agreement [EXECUTED]_(25259079_1)#page5.tif	

## **ABL Trademark Security Agreement**

ABL 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 ABL Credit Agreement (in such capacity, the "Collateral Agent").

### **W I T N E S S E T H:**

WHEREAS, Pledgor is party to an ABL 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 the Pledgor is required to execute and deliver this ABL 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 ABL 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 ABL 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 ABL Trademark Security Agreement.


SECTION 5. Counterparts. This ABL 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 ABL Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this ABL 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:

IN WITNESS WHEREOF, Pledgor has caused this ABL 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.

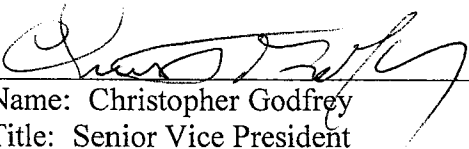
By: \_\_\_\_\_

Name:

Title:

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

By:

  
\_\_\_\_\_

Name: Christopher Godfrey

Title: Senior Vice President

[Signature Page to Trademark Security Agreement - ABL]

**TRADEMARK**  
**REEL: 004969 FRAME: 0789**

**SCHEDULE I**  
**to**  
**ABL TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

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