

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349833

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name               | Formerly | Execution Date | Entity Type                |
|--------------------|----------|----------------|----------------------------|
| Univar USA Inc.    |          | 07/28/2015     | CORPORATION:<br>WASHINGTON |
| Univar Inc.        |          | 07/28/2015     | CORPORATION: DELAWARE      |
| Magnablend Inc.    |          | 07/28/2015     | CORPORATION: TEXAS         |
| Chempoint.com Inc. |          | 07/28/2015     | CORPORATION: NEVADA        |

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Bank of America, N.A., as Collateral Agent |
| <b>Street Address:</b> | 135 S LaSalle Street, IL4-135-09-43        |
| <b>City:</b>           | Chicago                                    |
| <b>State/Country:</b>  | ILLINOIS                                   |
| <b>Postal Code:</b>    | 60603                                      |
| <b>Entity Type:</b>    | Association: UNITED STATES                 |

## PROPERTY NUMBERS Total: 52

| Property Type               | Number  | Word Mark                |
|-----------------------------|---------|--------------------------|
| <b>Registration Number:</b> | 2806621 |                          |
| <b>Registration Number:</b> | 2444845 | BALER'S CHOICE           |
| <b>Registration Number:</b> | 2315436 | BASIC CHEMICAL SOLUTIONS |
| <b>Registration Number:</b> | 2531674 | BCS                      |
| <b>Registration Number:</b> | 3210675 | BCS                      |
| <b>Registration Number:</b> | 4512687 | C CHEMPOINT              |
| <b>Registration Number:</b> | 1748897 | CHEMCARE                 |
| <b>Registration Number:</b> | 1847988 | CHEMCARE                 |
| <b>Registration Number:</b> | 1522121 | CHEMCARE                 |
| <b>Registration Number:</b> | 2390752 | CHEMCENTRAL              |
| <b>Registration Number:</b> | 4580880 | CHEMISTRY DELIVERED      |
| <b>Registration Number:</b> | 2559430 | CHEMPOINT                |
| <b>Registration Number:</b> | 2442631 | CHEMPOINT.COM            |
| <b>Registration Number:</b> | 2537534 | CHEMSIL                  |
| <b>Registration Number:</b> | 4670459 | CONNECTIVITY             |
| <b>Registration Number:</b> | 579413  | GUARDSMAN                |

TRADEMARK

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 3108029  | I MAXX PRO                               |
| Registration Number: | 3643035  | ICE BITE                                 |
| Registration Number: | 3800487  | ICE BITE                                 |
| Registration Number: | 839411   | ICE BITE                                 |
| Registration Number: | 4713836  | LIQUIBLUE                                |
| Registration Number: | 1663154  | LIQUICHLOR                               |
| Registration Number: | 4432355  | MAGNABLEND                               |
| Registration Number: | 3625468  | MAGNABLEND                               |
| Registration Number: | 3645628  | MAGNABLEND INC. CUSTOM CHEMICAL MANUFACT |
| Registration Number: | 4398949  | MARKETCONNECT                            |
| Registration Number: | 2459904  | MASTERLINE                               |
| Registration Number: | 2714133  | MASTERLINE                               |
| Registration Number: | 2649295  | PESTWEB                                  |
| Registration Number: | 2054686  | PESTWEB                                  |
| Registration Number: | 1717285  | RED BAND                                 |
| Registration Number: | 1961375  | REMOTE SENTRY                            |
| Registration Number: | 1961411  | REMOTE SENTRY                            |
| Registration Number: | 2187747  | SURESTOCK                                |
| Registration Number: | 4716421  | THE RIGHT PRODUCT IS JUST THE BEGINNING. |
| Registration Number: | 2752608  |  |
| Registration Number: | 1724817  | UNIVAR                                   |
| Registration Number: | 3646062  | UNIVAR                                   |
| Registration Number: | 1688590  | VAN WATERS & ROGERS                      |
| Registration Number: | 1031849  | VAN WATERS & ROGERS                      |
| Registration Number: | 1721239  | VANBLEND                                 |
| Registration Number: | 1635885  | VANGUARD                                 |
| Registration Number: | 1118569  | VANWET                                   |
| Registration Number: | 1717286  | VANZOL                                   |
| Registration Number: | 1679982  | VW & R                                   |
| Registration Number: | 1160401  | VW&R                                     |
| Registration Number: | 3696850  | SUCCEED WITHOUT WORRY                    |
| Serial Number:       | 85968363 | CROPWEB                                  |
| Serial Number:       | 85909935 | MASTERLINE                               |
| Serial Number:       | 86378743 | MINIBULK                                 |
| Serial Number:       | 86149881 | PROVMWEB                                 |
| Serial Number:       | 86275832 | UCONNECT                                 |

**CORRESPONDENCE DATA**

**TRADEMARK  
REEL: 005588 FRAME: 0696**

**Fax Number:** 8009144240

***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.***

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** Michael Violet

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

|                           |                |
|---------------------------|----------------|
| <b>NAME OF SUBMITTER:</b> | Elaine Carrera |
|---------------------------|----------------|

|                   |                  |
|-------------------|------------------|
| <b>SIGNATURE:</b> | /Elaine Carrera/ |
|-------------------|------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 07/30/2015 |
|---------------------|------------|

**Total Attachments: 7**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 28, 2015, made by each of the Grantors signatory hereto (the "Grantors"), in favor of BANK OF AMERICA, N.A. ("BAML"), in its capacity as U.S. administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement (as defined below) and as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (each as defined below).

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of July 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Univar Inc., a Delaware corporation (the "U.S. Parent Borrower"), the other U.S. Borrowers party thereto, Univar Canada Ltd., as the Canadian Borrower, BAML, as U.S. administrative agent and collateral agent, Bank of America, N.A. (acting through its Canadian branch), as Canadian administrative agent, the Lenders and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain Domestic Subsidiaries of the U.S. Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of July 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of their Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor

in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it has granted to, and does hereby grant to, the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License. Notwithstanding anything herein to the contrary, in no event shall the Trademarks include 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 Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor's rights therein or in the resulting registration.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

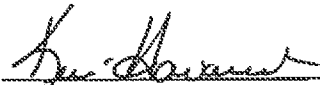
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

\* \* \*


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNIVAR USA INC.  
UNIVAR INC.,  
as Grantor

By:   
Name: Kerri Howard  
Title: Vice President - Treasurer

MAGNABLEND, INC.  
CHEMPOINT.COM INC.,  
as Grantor

By:   
Name: Kerri Howard  
Title: Treasurer

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

By:     B - H B -      
Name: Brad H. Breidenbach  
Title: Senior Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

| <b>Owner</b>    | <b>Mark</b>  | <b>Status</b> | <b>App/Reg. No.</b> |
|-----------------|--|---------------|---------------------|
| Univar USA Inc. | 3-BARREL LOGO  | Registered    | 2806621             |
| Univar USA Inc. | BALER'S CHOICE   | Registered    | 2444845             |
| Univar USA Inc. | BASIC CHEMICAL SOLUTIONS   | Registered    | 2315436             |
| Univar USA Inc. | BCS  | Registered    | 2531674             |
| Univar USA Inc. | BCS AND DESIGN   | Registered    | 3210675             |
| Univar Inc.     | C CHEMPOINT AND DESIGN   | Registered    | 4512687             |
| Univar USA Inc. | CHEMCARE   | Registered    | 1748897             |
| Univar USA Inc. | CHEMCARE   | Registered    | 1847988             |
| Univar USA Inc. | CHEMCARE   | Registered    | 1522121             |
| Univar USA Inc. | CHEMCENTRAL  | Registered    | 2390752             |
| Univar Inc.     | CHEMISTRY DELIVERED  | Registered    | 4580880             |
| Univar Inc.     | CHEMPOINT  | Registered    | 2559430             |
| Univar Inc.     | CHEMPOINT.COM AND DESIGN   | Registered    | 2442631             |
| Univar USA Inc. | CHEMSIL  | Registered    | 2537534             |
| Univar Inc.     | CONNECTIVITY   | Registered    | 4670459             |
| Univar Inc.     | CROPWEB  | Pending ITU   | 85/968363           |
| Univar USA Inc. | GUARDSMAN (STYLIZED)   | Registered    | 579413              |
| Univar USA Inc. | I MAXX PRO   | Registered    | 3108029             |
| Univar USA Inc. | ICE BITE   | Registered    | 3643035             |
| Univar USA Inc. | ICE BITE AND DESIGN  | Registered    | 3800487             |
| Univar USA Inc. | ICE BITE AND DESIGN  | Registered    | 839411              |
| Univar Inc.     | LIQUIBLUE  | Registered    | 4713836             |
| Univar USA Inc. | LIQUICHLOR   | Registered    | 1663154             |
| Magnablend Inc. | MAGNABLEND   | Registered    | 4432355             |
| Magnablend Inc. | MAGNABLEND   | Registered    | 3625468             |
| Magnablend Inc. | MAGNABLEND INC. CUSTOM CHEMICAL<br>MANUFACTURING, BLENDING &<br>PACKAGING AND DESIGN | Registered    | 3645628             |
| Univar Inc.     | MARKETCONNECT  | Registered    | 4398949             |
| Univar Inc.     | MASTERLINE   | Registered    | 2459904             |
| Univar Inc.     | MASTERLINE   | Pending ITU   | 85/909935           |
| Univar Inc.     | MASTERLINE   | Registered    | 2714133             |
| Univar Inc.     | MINIBULK   | Pending       | 86/378743           |
| Univar USA Inc. | PESTWEB  | Registered    | 2649295             |
| Univar USA Inc. | PESTWEB  | Registered    | 2054686             |
| Univar Inc.     | PROVMWEB   | Pending ITU   | 86/149881           |
| Univar USA Inc. | RED BAND   | Registered    | 1717285             |
| Univar Inc.     | REMOTE SENTRY  | Registered    | 1961375             |
| Univar Inc.     | REMOTE SENTRY AND DESIGN   | Registered    | 1961411             |
| Chempoint.com   | SURESTOCK  | Registered    | 2187747             |



| Owner            | Mark                                    | Status        | App/Reg. No. |
|------------------|---|---------------|--------------|
| Inc              |   |               |              |
| Univar Inc.      | THE RIGHT PRODUCT IS JUST THE BEGINNING | Registered    | 4716421      |
| Univar Inc.      | DESIGN (HEXAGON)                        | Registered    | 2752608      |
| Univar Inc.      | UCONNECT                                | Published ITU | 86/275832    |
| Univar Inc.      | UNIVAR                                  | Registered    | 1724817      |
| Univar Inc.      | UNIVAR                                  | Registered    | 3646062      |
| Univar USA Inc.  | VAN WATERS & ROGERS                     | Registered    | 1688590      |
| Univar USA Inc.  | VAN WATERS & ROGERS                     | Registered    | 1031849      |
| Univar USA Inc.  | VANBLEND                                | Registered    | 1721239      |
| Univar USA Inc.  | VANGUARD                                | Registered    | 1635885      |
| Univar USA Inc.  | VANWET                                  | Registered    | 1118569      |
| Univar USA Inc.  | VANZOL                                  | Registered    | 1717286      |
| Univar USA Inc.  | VW& R AND DESIGN                        | Registered    | 1679982      |
| Univar USA Inc.  | VW& R AND DESIGN                        | Registered    | 1160401      |
| Univar USA, Inc. | SUCCEED WITHOUT WORRY                   | Registered    | 3696850      |