TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM387411

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release (Reel 4513 / Frame 0045)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/09/2016	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Nexeo Solutions, LLC	
Street Address:	Waterway Square Place, Suite 1000	
City:	The Woodlands	
State/Country:	TEXAS	
Postal Code:	77380	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3265442	DISTRIBUTION DONE RIGHT
Registration Number:	1778942	HIVAL
Registration Number:	0897170	HI-SOL
Serial Number:	85229995	NEXEO SOLUTIONS

CORRESPONDENCE DATA

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.

Phone: 800-713-0755

Michael.Violet@wolterskluwer.com Email:

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Suite 125 Address Line 2:

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/10/2016

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST TRADEMARKS (this "Release"), dated as of June 9, 2016 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as collateral agent (the "Agent"), in favor of Nexeo Solutions, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of March 31, 2011, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as collateral agent, a security interest in and to certain Collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of March 31, 2011 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 31, 2011, at Reel/Frame 004513/0045;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release</u>. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all right, title, and interest in, to, and under the Trademarks listed on Schedule 1 attached hereto, all goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing (collectively, the "<u>Trademark Collateral</u>"). If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law.</u> This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[signature page follows.]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

AGENT:

BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Lenders

Name:

Title:

GRANTOR:

NEXEO SOLUTIONS, LLC, a Delaware limited liability company

By: Name:

Title:

[Release of Security Interest in Trudemarks (ABL) - Nexeo Solutions, LLC]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

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BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Lenders

GRANTOR:

NEXEO SOLUTIONS, LLC, a Delaware limited liability company

Name: Michael B. Farnell, Jr.

Title: Executive Vice President and Chief Legal Officer

UNITED STATES TRADEMARKS:

Registrations and Applications:

Trademark	Owner	Federal Registration No.
DISTRIBUTON DONE RIGHT	Nexeo Solutions, LLC	3265442
HIVAL	Nexeo Solutions, LLC	1778942
HI-SOL	Nexeo Solutions, LLC	897170
Nexeo Solutions	Nexeo Solutions, LLC	85/229995

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RECORDED: 06/10/2016