# OP \$90.00 1778942

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM516745 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

**NATURE OF CONVEYANCE:** Release of Trademark Security (TL)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/29/2019	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: KENTUCKY		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1778942	HIVAL
Registration Number:	5078010	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA
Registration Number:	5078009	NEXEO SOLUTIONS 3D PREMIUM PRINTING FILA

## **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

**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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/01/2019

## **Total Attachments: 6**

source=Univar - Neon Plastics - TL Trademark Release (Executed)#page1.tif source=Univar - Neon Plastics - TL Trademark Release (Executed)#page2.tif source=Univar - Neon Plastics - TL Trademark Release (Executed)#page3.tif

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)		
Double of Associate N.A.	Additional names, addresses, or citizenship attached?		
Bank of America, N.A.	Name: Nexeo Solutions, LLC		
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other Bank Citizenship (see guidelines) USA  Additional names of conveying parties attached? ☐ Yes ☒ No	Street Address: Waterway Square Place, Suite 1000  City: The Woodlands  State: TX  Country: US Zip: 77380  Individual(s) Citizenship		
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship		
Execution Date(s) March 29, 2019	Limited Partnership Citizenship		
Assignment Merger	Corporation Citizenship Kentucky, USA		
Security Agreement Change of Name	X_ Other_LLC _ Citizenship  If assignee is not domiciled in the United States, a domestic		
Other Release of Trademark Security (TL)	representative designation is attached: Yes No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  Text			
	Additional sheet(s) attached? Yes X No		
C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Doris Ka, Senior Paralegal (IP)	6. Total number of applications and registrations involved:		
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 80 Pine Street	<ul><li>Authorized to be charged to deposit account</li><li>Enclosed</li></ul>		
City: New York	8. Payment Information:		
State: NY Zip: 10005			
Phone Number: (212) 701-3569	Daniel A		
Docket Number: 08061.1108 Term	Deposit Account Number		
Email Address: dka@cahill.com	Authorized User Name		
9. Signature: 2576	March 29, 2019		
Signature	Date		
Doris Ka Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 6		
rame of Ferson Signing			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

### RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "Release"), dated as of March 29, 2019 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as collateral agent for the Secured Parties (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Assumption Agreement, dated as of February 28, 2019, 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 for the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of February 28, 2019 (the "<u>Trademark Security Notice and Confirmation</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Notice and Confirmation of Grant of Security Interest in Trademarks was filed with the United States Patent and Trademark Office on March 1, 2019;

WHEREAS, pursuant to that certain IP Assignment Agreement dated as of March 22, 2019, by and between the Grantor and Nexeo Solutions Plastics, LLC, the Grantor sold, conveyed, assigned and transferred its entire worldwide right, title and interest in, to certain trademarks listed on Schedule I attached hereto (the "Released Trademarks") to Nexeo Solutions Plastics, LLC;

WHEREAS, in reliance of the certifications, representations and warranties set forth in that certain Neon Sale Agreement and Release Certificate, dated March 29, 2019, tendered by Univar Inc., an affiliate of the Grantor, to the Agent (the "Certificate") concerning the sale of the Released Trademarks and the transaction referenced in such Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in the Released Trademarks;

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 Notice and Confirmation, as applicable.
- 2. <u>Release</u>. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Trademarks arising under the Security Agreement and the Trademark Security Notice and Confirmation. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademarks under the Trademark Security Notice and Confirmation, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Security Agreement or the Trademark Security Notice and Confirmation (the "<u>Retained Collateral</u>"). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Notice and Confirmation with respect to all such Retained Collateral, and the Agent's

security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

- 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 the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow.]

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

BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Secured Parties
By: Lilians Claa)
Name: Liliana Claar Vice President
Title:
GRANTOR:
NEXEO SOLUTIONS, LLC
By:
Name:
Title:

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

BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Secured Parties	
By:	
Name:	
Title:	
GRANTOR: NEXEO SOLUTIONS, LLC	
By: Levi Howard Name: Kerri Howard Title: Treasurer	

# Schedule I

## **Trademarks**

## UNITED STATES TRADEMARKS

# Release of Trademark Security Notice and Confirmation filed March 1, 2019

**RECORDED: 04/01/2019** 

Owner	Trademark	Jurisdiction	Reg. # ("RN") / App. # ("AN")	Registration Date ("RD") / Filing Date ("FD")	Expiration Date
Nexeo Solutions, LLC	HIVAL	USA	RN: 1778942	RN: 06/29/93	06/29/23
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Words)	USA	RN: 5078010	RD: 11/08/16	11/08/26
Nexeo Solutions, LLC	Nexeo Solutions 3D Premium Printing Filament & Design (Image)	USA	RN: 5078009	RD: 11/08/16	11/08/26