

4/21/04

04-23-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECOF TR



102728172

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Merck Ltd.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other A BRITISH LIMITED LIABILITY COMPANY

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 04/07/2004

2. Name and address of receiving party(ies)

Name: VWR International, Inc.

Internal

Address:

Street Address: 1310 Goshen Parkway

City: West Chester State: PA Zip: 19380

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1029780; 893518; 1482886

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susanne F. Deal, Esq.

Internal Address: VWR International, Inc.

Street Address: 1310 Goshen Parkway

City: West Chester State: PA Zip: 19380

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

n/a

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susanne F. Deal, Esq.

Susanne F. Deal

4/15/2004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

04/22/2004 DBYRNE

01 FC:8521 02 FC:8522

40.00 50.00

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

WHEREAS, **VWR International, Inc.**, having a principal place of business at Goshen Corporate Parkway West, 1310 Goshen Parkway, West Chester, PA 19380, has (collectively with its affiliates) pursuant to the STOCK PURCHASE AGREEMENT, dated as of February 15, 2004 by and among MERCK KGaA, a German partnership limited by shares, MERCK HOLDING GmbH, a German private limited liability company, VWR INTERNATIONAL HOLDING EUROPE GmbH, a German private limited liability company, EMD CHEMICALS INC., a New York corporation and CDRV ACQUISITION CORPORATION, a Delaware corporation (the "Stock Purchase Agreement"), acquired the entire ongoing and existing business (the "Acquired Business") of VWR International Corporation and all of its subsidiaries;

WHEREAS, certain trademarks used in and associated with the Acquired Business (*see* Schedule 1 "Business Trademarks") are registered in or applied for registration at the United States Patent and Trademark Office in the name of **Merck Ltd**, having a principal place of business at Merck House, Poole/Dorset, BH15 1TD, United Kingdom;

WHEREAS, **VWR International, Inc.** is desirous of purchasing or acquiring the Business Trademarks, all rights arising out of and interest and goodwill connected with the use thereof and symbolized thereby, and the registrations and applications for the Business Trademarks; and


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, **Merck Ltd** does hereby sell, assign, transfer and deliver unto **VWR International, Inc.** all right, title and interest in and to the Business Trademarks, together with the goodwill of the business connected with the use thereof and symbolized thereby, and the registrations and applications thereof, free and clear of all liens or encumbrances of any kind; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Business Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages.

Merck Ltd hereby agrees to use its reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws (as that term is defined in the Stock Purchase Agreement) to consummate and make effective the transactions contemplated by this Assignment of Trademarks.

[Signature page follows]

Executed this 7 day of April, 2004 at London, England.

MERCK LTD

By: 

Name: John Vass

Title: Secretary

Schedule 1

BDH TMs TO BE TRANSFERRED --
MERCK LTD. TO VWR INTERNATIONAL, INC.

Registrations

Mark	Country	Class	Application No.	Registration No.
ANALAR	United States of America	1	35,901	1,029,780
ARISTAR	United States of America	1	278,628	893,518
GURR	United States of America	1	651,426	1,482,886
OPTRAN	United States of America	1	394,713	959,621