

05-24-2004

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

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

1. Name of conveying party(ies):

VWR International, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG, New York Branch

Internal

Address:

Street Address: 60 Wall Street

City: New York State: NY Zip: 10005

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Collateral Agent

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

3. Nature of conveyance:

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

Execution Date: 04/07/2004

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

A. Trademark Application No.(s) 76/547,691; 76/485,504
76/387,345; 76/352,972; 76/352,970; 76/352,973

B. Trademark Registration No.(s) 1,338,775;
1,326,966; 1,116,330; 1,914,716

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:

Street Address: 1310 Goshen Parkway

City: West Chester State: PA Zip: 19380

6. Total number of applications and registrations involved:

50

7. Total fee (37 CFR 3.41).....\$ 1265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF PUBLIC RECORDS
2004 MAY 20 PM 3:08
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Susanne F. Deal, Esq.

Name of Person Signing

Susanne F. Deal

Signature

05/12/2004

Date

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

14

05/24/2004 LNUJELLER 00000003 76547691

01 FC:0521
02 FC:0522

40.00 OP
1225.00 OP

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

TRADEMARK
REEL: 002974 FRAME: 0916

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

4A Continued:

	<u>Trademark</u>	<u>App. No.</u>
	BDH (LOZENGE)	76/409,722
	VWR BIOMARKE	76/368,525

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4B Continued:

<u>Trademark</u>	<u>Reg. No.</u>
ANALAR	1,029,780
ARISTAR	893,518
BOREAL	1,069,760
BOREALENE	1,015,568
BOREAL VIDEOSKOPE	2,643,250
CENCO (stylized)	600,340
CENCO (stylized)	442,396
CENCO	1,889,745
CENCONET	2,100,171
CENTRAL SCIENTIFIC COMPANY	1,900,445
CHROMSWORD	2,552,061
CITRI-PURE	2,130,432
CRITICAL STEP	2,061,430
CRITICAL SWAB	2,459,648
CRYOPRO	2,707,864
DYLASTIR	880,437
FIRST CLASS SERVICE - WORLD CLASS PEOPLE	2,710,040
GURR	1,482,886
GYRATHERM	2,149,452
LABTONE (stylized)	513,198
MISCELLANEOUS DESIGN	2,416,894
PAK RAK	2,611,681

REDI-CAP	2,588,517
REDI-PAK	2,621,112
S and design	1,348,823
SCIENTIFICS	1,132,780
SK	874,235
SPEC-WIPE	2,459,647
TALON	1,915,968
TEACHER DEVELOPED CLASSROOM TESTED and Design	1,921,534
TRACECLEAN	2,688,050
VAC-SCENT	1,338,755
VIAL TO VOLUME	2,688,292
VWR	1,032,578
VWR	1,291,565
Design Only (double helix design logo) (VWR 4)	2,803,120
VWR SCIENTIFIC	1,114,292
WAVER	1,761,192

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of April 7, 2004, is made by VWR International, Inc., a Delaware corporation as successor in interest to CDRV Acquisition Corporation, the "Grantor", in favor of Deutsche Bank AG, New York Branch (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 7, 2004 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or agreements, the "Credit Agreement"), among the Grantor, the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders from time to time parties thereto, the Agent, as administrative agent, Citicorp North America, Inc., as syndication agent, and Bank of America, N.A., BNP Paribas, and Barclays Bank PLC as documentation agents.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, CDRV Holdings Inc., the Grantor and certain of its subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of April 7, 2004, in favor of the Agent (as the same may be amended, modified, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has 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 Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent, as follows:

SECTION 1. Definitions. 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.

SECTION 2. Confirmation of Security Interest. The Grantor hereby grants, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A 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 the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than an Affiliate or a Subsidiary of the Grantor 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 Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby 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.

SECTION 5. 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 original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

VWR INTERNATIONAL, INC.

By: 
Name: Stephen J. Kunst
Title: Secretary

DEUTSCHE BANK AG, NEW YORK BRANCH

By: _____
Name:
Title:

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.

VWR INTERNATIONAL, INC.

By: _____
Name: Stephen J. Kunst
Title: Secretary

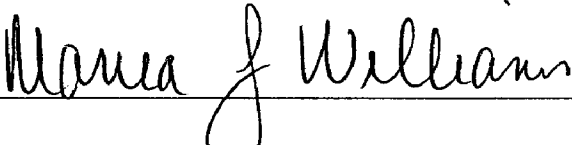
DEUTSCHE BANK AG, NEW YORK BRANCH

By: *Diane F. Rolfe*
Name: **Diane F. Rolfe**
Title: **Vice President**

STATE OF PENNSYLVANIA)
)
COUNTY OF CHESTER) ss.:

On this, the 7th day of April, 2004, before me, the undersigned officer, personally appeared, Stephen J. Kunst, who acknowledged himself to be the Secretary of VWR International, Inc., a corporation, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

Notarial Seal
Marlea G. Williams, Notary Public
West Brandywine Twp., Chester County
My Commission Expires Nov. 1, 2004
Member, Pennsylvania Association of Notaries

(Affix Seal Below)

Notice and Confirmation of Grant of
Security Interest in Trademarks

21684969

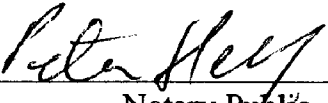
TRADEMARK
REEL: 002974 FRAME: 0924

STATE OF NEW YORK)
)
COUNTY OF New York) ss.:

On this 6 day of April, 2004, before me personally appeared

Diane Rolfe of Deutsche Bank personally known to me or proved

to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

PETER W HELF
Notary Public - State of New York
No. 01HE6030586
Qualified in Suffolk County
My Commission Expires Sept. 13, 2005

(Affix Seal Below)

Notice and Confirmation of Grant of
Security Interest in Trademarks

21684969

TRADEMARK
REEL: 002974 FRAME: 0925

Schedule A

Trademarks and Trademark Licenses

VWR International, Inc.¹ - US Trademarks – Active

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
ANALAR	73/035,901	30-Oct-74	1,029,780	13-Jan-76
ARISTAR	72/278,628	16-Aug-67	893,518	30-Jun-70
GURR	73/651,426	26-Mar-87	1,482,886	5-Apr-88

VWR International, Inc.² - US Trademarks – Active

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
CHROMSWORD	76/104619	4-Aug-00	2,552,061	26-Mar-02

VWR International, Inc.³ - US Trademarks – Active

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
AMERI-STAT	73/440,147	19-Aug-83	1,338,775	4-Jun-85
AMERI-STAT ⁴	73/443,131	9-Sep-83	1,326,966	26-Mar-85
AQUASONIC ⁵	74/567,148	29-Aug-94	1,914,716	29-Aug-95
ASTROSCAN	73/146,995	2-Nov-77	1,116,330	10-Apr-79

¹ Beneficially owned after giving effect to the Transactions. Current record owner is Merck Ltd.

² Beneficially owned after giving effect to the Transactions. Current record owner is Merck KGaA.

³ Beneficially owned after giving effect to the Transactions. Current record owner is Scientific Holdings Corp.

⁴ Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the Trademark Division of the United States Patent and Trademark Office (“USPTO”) on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

⁵ Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
BOREAL	73/059,638	4-Aug-75	1,069,760	19-Jul-77
BOREAL VIDEOSKOPE	75/612,979	29-Dec-98	2,643,250	29-Oct-02
BOREALENE	73/020,479	3-May-74	1,015,568	15-Jul-75
CENCO	74/510,235	7-Apr-94	1,889,745	18-Apr-95
CENCO (stylized)	71/650,036	9-Jul-53	600,340	4-Jan-55
CENCO (stylized)	71/523,078	26-May-47	442,396	5-Apr-49
CENCONET ⁶	75/046,999	23-Jan-96	2,100,171	23-Sep-97
CENTRAL SCIENTIFIC COMPANY ⁷	74/510,401	7-Apr-94	1,900,445	20-Jun-95
CITRI-PURE	75/226,651	15-Jan-97	2,130,432	20-Jan-98
CRITICAL STEP	75/124,241	24-Jun-96	2,061,430	13-May-97
CRITICAL SWAB	76/038,267	2-May-2000	2,459,648	12-Jun-01
CRYOPRO	76/321,589	5-Oct-01	2,707,864	15-Apr-03
Design Only (double helix design logo) (VWR 4)	76/352,971	26-Dec-01	2,803,120	6-Jan-04
DYLASTIR ⁸	72/315,457	30-Dec-68	880,437	11-Nov-69
FIRST CLASS SERVICE - WORLD CLASS PEOPLE	76/321,590	5-Oct-01	2,710,040	22-Apr-03
GYRATHERM	75/280,768	24-Apr-77	2,149,452	7-Apr-98
LABTONE ⁹ (stylized)	71/562,024	23-Jul-48	513,198	2-Aug-49
MISCELLANEOUS DESIGN - the mark consists of a design resembling a molecular model, comprising a globe bearing the outline of continents encircled by three electron rings	75/642,073	17-Feb-99	2,416,894	2-Jan-01
PAK RAK	76/127,256	11-Sep-00	2,611,681	27-Aug-02
REDI-CAP ¹⁰	76/337,689	15-Nov-01	2,588,517	2-Jul-02

⁶ To be abandoned.

⁷ To be abandoned.

⁸ Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the Trademark Division of the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

⁹ Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the Trademark Division of the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

¹⁰ Current record owner is Wheaton USA Inc.

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
REDI-PAK ¹¹	76/337,688	15-Nov-01	2,621,112	17-Sep-02
S and design	73/501,105	26-Sep-84	1,348,823	16-Jul-85
SCIENTIFICS	73/173,829	9-Jun-78	1,132,780	8-Apr-80
SK	72/296,459	24-Apr-68	874,235	5-Aug-69
SPEC-WIPE	76/038,266	2-May-00	2,459,647	12-Jun-01
TALON ¹²	74/500,519	14-Mar-94	1,915,968	5-Sep-95
TEACHER DEVELOPED CLASSROOM TESTED and Design	74/253,749	9-Mar-92	1,921,534	26-Sep-95
TRACECLEAN	76/263,799	30-May-01	2,688,050	18-Feb-03
VAC-SCENT ¹³	75/503,801	15-Oct-84	1,338,755	4-Jun-85
VIAL TO VOLUME	76/363,959	29-Jan-02	2,688,292	18-Feb-03
VWR ¹⁴	73/031,185	5-Sep-74	1,032,578	3-Feb-76
VWR ¹⁵	73/357,401	31-Mar-82	1,291,565	28-Aug-84
VWR SCIENTIFIC ¹⁶	72/448,490	12-Feb-73	1,114,292	27-Feb-79
WAVER ¹⁷	74/302,285	10-Aug-92	1,761,192	30-Mar-93

¹¹ Current record owner is Wheaton USA Inc.

¹² Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the Trademark Division of the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

¹³ To be abandoned. Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the Trademark Division of the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

¹⁴ Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the Trademark Division of the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

¹⁵ Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the Trademark Division of the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

¹⁶ Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September 14, 1995 and recorded in the Trademark Division of the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

¹⁷ Security interest granted by Scientific Holdings Corp., VWR Corporation and VWR Scientific International Corporation in favor of Wachovia Bank, NA (successor by merger to Corestates Bank, NA) (dated September

VWR International, Inc.¹⁸ - US Trademarks – Pending

TRADEMARK	App. No.	Filing Date
SAFE-T-FLEX	76/547,691	17-Sep-03
SCHOLAR	76/387,345	26-Mar-02
VWR BIOMARKE ¹⁹	76/368,525	11-Feb-02
VWR & Double Helix Design (logo) (VWR 3)	76/352,972	26-Dec-01
VWR INTERNATIONAL & Double Helix Design (logo) (VWR 2)	76/352,973	26-Dec-01
VWR INTERNATIONAL (VWR 1)	76/352,970	26-Dec-01
VWR STOCKTRACKER	76/485,504	28-Jan-03

VWR International, Inc.²⁰ - US Trademarks – Pending

TRADEMARK	App. No.	Filing Date
BDH (LOZENGE)	76/409,722	17-May-02

14, 1995 and recorded in the Trademark Division of the USPTO on April 4, 1996 at Reel 1448 Frame 0948) and not released on the records of the Trademark Division of the USPTO.

¹⁸ Beneficially owned after giving effect to the Transactions. Current record owner is Scientific Holdings Corp.

¹⁹ To be abandoned.

²⁰ Beneficially owned after giving effect to the Transactions. Current record owner is Merck KGaA.