

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles River Laboratories, Inc.		10/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Registration Number:	1702680	ENDOSAFE
Registration Number:	1505397	YOUR BIOPROCESSING PARTNER
Registration Number:	1492505	VAF/PLUS
Registration Number:	1394276	CD-1
Registration Number:	1239365	CHARLES RIVER
Registration Number:	1065400	CF-1
Registration Number:	1065399	CDF
Registration Number:	1055720	CFW
Registration Number:	0818076	FROM THE HAND OF THE VETERINARIAN TO RESEARCH
Registration Number:	0790864	COBS
Registration Number:	0946611	SPAFAS

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254

OP \$290.00 1702680

Email: LLevy@stblaw.com
Correspondent Name: Robyn Rahbar, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1062
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NAME OF SUBMITTER:	Lea B. Levy
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Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 20, 2004 is made by Charles River Laboratories, Inc., a corporation formed under the laws of Delaware (the "Obligor"), in favor of JPMorgan Chase Bank, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 15, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Charles River Laboratories International, Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders and the Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of October 20, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor 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 Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, 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 Security Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto, which includes all of the Obligor's Trademarks as of the date hereof), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security 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. Obligor 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 Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

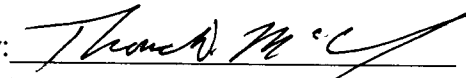
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

CHARLES RIVER LABORATORIES, INC.

By: 
Name: _____
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: 
Name: _____
Title: **Thomas D. McCormick**
Vice President

STATE OF)
) ss
COUNTY OF)

On the 19th day of October, 2004, before me personally came Jones C. Foster, who is personally known to me to be the Chair, President & CEO of Charles River Laboratories, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Chair President & CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

(PLACE STAMP AND SEAL ABOVE)

*My Commission
Expires 5/12/06*

SCHEDULE A

U.S. Trademark Registration

<u>Trademark</u>	<u>Registration Number</u>
ENDOSAFE	1702680
YOUR BIOPROCESSING PARTNER	1505397
VAF/PLUS	1492505
CD-1	1394276
CHARLES RIVER	1239365  11/22/2004
CF-1	1065400
CDF	1065399
CFW	1055720
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