TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flinn Scientific, Inc.		05/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	101 Burr Ridge Parkway
City:	Burr Ridge
State/Country:	ILLINOIS
Postal Code:	60527
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1905663	SCIMATCO

CH $40.00 1905663

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1659622
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/31/2007

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 31st day of May, 2007 Flinn Scientific, Inc., a Delaware corporation (*"Debtor"*), with its principal place of business and mailing address at 770 N. Raddant Road, Batavia, IL 60510, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association ("Harris"), with its mailing address at 101 Burr Ridge Parkway, Burr Ridge, IL 60527, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the *"Agent"*), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original.

[Signature page immediately follows.]

TRADEMARK
REEL: 003552 FRAME: 0541

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FLINN SCIENTIFIC, INC.

By _____
Name: Patrick J. Flinn
Title: President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By _____
Name _____
Title _____

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FLINN SCIENTIFIC, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By _____
Name Kimberly Yates
Title VP

[Signature page to Trademark Security Agreement]

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

SCIMATCO, Registration No. 1,905,663, Registered: July 18, 1995