

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VWR International, LLC		06/29/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	0893518	ARISTAR
Registration Number:	1116330	ASTROSCAN
Registration Number:	2939073	BDH
Registration Number:	1069760	BOREAL
Registration Number:	2643250	BOREAL VIDEOSKOPE
Registration Number:	1015568	BOREALENE
Registration Number:	0442396	CENCO
Registration Number:	0600340	CENCO
Registration Number:	1889745	CENCO
Registration Number:	2552061	CHROMSWORD
Registration Number:	2130432	CITRI-PURE
Registration Number:	2061430	CRITICAL STEP
Registration Number:	2459648	CRITICAL SWAB
Registration Number:	2707864	CRYOPRO

CH \$1065.00 0893518

Registration Number:	0880437	DYLASTIR
Registration Number:	2710040	FIRST CLASS SERVICE -WORLD CLASS PEOPLE
Registration Number:	1482886	GURR
Registration Number:	2149452	GYRATHERM
Registration Number:	0513198	LABTONE
Registration Number:	2416894	
Registration Number:	2611681	PAK RAK
Registration Number:	2588517	REDI-CAP
Registration Number:	2621112	REDI-PAK
Registration Number:	2948761	SCHOLAR
Registration Number:	1132780	SCIENTIFICS
Registration Number:	0874235	SK
Registration Number:	2459647	SPEC-WIPE
Registration Number:	1915968	TALON
Registration Number:	1921534	TEACHER DEVELOPED CLASSROOM TESTED
Registration Number:	2688050	TRACECLEAN
Registration Number:	2688292	VIAL TO VOLUME
Registration Number:	1032578	VWR
Registration Number:	1291565	VWR
Registration Number:	2921089	VWR INTERNATIONAL
Registration Number:	2923685	VWR
Registration Number:	2803120	
Registration Number:	2921088	VWR INTERNATIONAL
Registration Number:	1114292	VWR SCIENTIFIC
Registration Number:	3142530	VWR STOCKTRACKER
Registration Number:	1761192	WAVER
Serial Number:	78763205	ACROSS THE CURRICULUM...
Serial Number:	78691633	VWR LABSHOP

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 030951

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

07/30/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2007 (this “Agreement”), among VWR INTERNATIONAL, LLC (“Grantor”) and BANK OF AMERICA, N.A., as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of June 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among VWR Investors, Inc., a Delaware corporation, Varietal Distribution Merger Sub, Inc., a Delaware corporation (to be merged with and into CDRV Investors, Inc., a Delaware corporation, and renamed VWR Funding, Inc.), the subsidiaries of the Parent Borrower party thereto and the Collateral Agent. The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of June 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrowers (as defined therein), the lenders from time to time party thereto, Bank of America, N.A., as administrative agent and as collateral agent, Banc of America Securities LLC, Goldman Sachs Credit Partners L.P. and J.P. Morgan Securities Inc., as Arrangers for the Credit Facilities, JPMorgan Chase Bank, N.A. and Deutsche Bank Securities, Inc., as co-documentation agents, and Goldman Sachs Credit Partners L.P., as syndication agent. Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(b) and Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations (other than contingent obligations), each Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I and II (the “Trademarks”);

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VWR INTERNATIONAL, INC.

By: 
Name: Scott G. Smith
Title: Secretary and Corporate Treasurer

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

(VWR International, Inc. was renamed VWR International, LLC, pursuant to a Certificate of Conversion filed with the State of Delaware on June 29, 2007)

Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VWR INTERNATIONAL, INC.

By: _____
Name: Thomas D. Salus
Title: Assistant Secretary

BANK OF AMERICA, N.A., as Collateral Agent

By: Alysa Trakas
Name: Alysa Trakas
Title: Vice President






(VWR International, Inc. was renamed VWR International, LLC, pursuant to a Certificate of Conversion filed with the State of Delaware on June 29, 2007)

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003589 FRAME: 0284

SCHEDULE I

U.S. Trademark Registrations

Owner	Mark	Reg. Date	Reg.No.
VWR International, LLC	ARISTAR	6/30/1970	0,893,518
VWR International, LLC	ASTROSCAN	4/10/1979	1,116,330
VWR International, LLC	BDH 	4/12/2005	2,939,073
VWR International, LLC	BOREAL	7/19/1977	1,069,760
VWR International, LLC	BOREAL VIDEOSKOPE	10/29/2002	2,643,250
VWR International, LLC	BOREALENE	7/15/1975	1,015,568
VWR International, LLC	CENCO 	4/5/1949	0,442,396
VWR International, LLC	CENCO 	1/4/1955	0,600,340
VWR International, LLC	CENCO	4/18/1995	1,889,745
VWR International, LLC	CHROMSWORD	3/26/2002	2,552,061
VWR International, LLC	CITRI-PURE	1/20/1998	2,130,432
VWR International, LLC	CRITICAL STEP	5/13/1997	2,061,430
VWR International, LLC	CRITICAL SWAB	6/12/2001	2,459,648
VWR International, LLC	CRYOPRO	4/15/2003	2,707,864
VWR International, LLC	DYLASTIR	11/11/1969	0,880,437
RECORDAL IN PROCESS	EZPREP	1/8/2006	Intl. 830 514 US 3123780
VWR International, LLC	FIRST CLASS SERVICE - WORLD CLASS PEOPLE	4/22/2003	2,710,040
VWR International, LLC	GURR	4/5/1988	1,482,886
VWR International, LLC	GYRATHERM	4/7/1998	2,149,452
VWR International, LLC	LABTONE 	8/2/1949	0,513,198
VWR International, LLC	MOLECULAR GLOBE DESIGN 	1/2/2001	2,416,894
VWR International, LLC	PAK RAK	8/27/2002	2,611,681
VWR International, LLC	REDI-CAP	7/2/2002	2,588,517
VWR International, LLC	REDI-PAK	9/17/2002	2,621,112

Owner	Mark	Reg. Date	Reg.No.
VWR International, LLC	SCHOLAR	5/10/2005	2,948,761
VWR International, LLC	SCIENTIFICS	4/8/1980	1,132,780
VWR International, LLC	SK 	8/5/1969	0,874,235
VWR International, LLC	SPEC-WIPE	6/12/2001	2,459,647
VWR International, LLC	TALON	9/5/1995	1,915,968
VWR International, LLC	TEACHER DEVELOPED CLASSROOM TESTED 	9/26/1995	1,921,534
VWR International, LLC	TRACECLEAN	2/18/2003	2,688,050
VWR International, LLC	VIAL TO VOLUME	2/18/2003	2,688,292
VWR International, LLC	VWR	2/3/1976	1,032,578
VWR International, LLC	VWR	8/28/1984	1,291,565
VWR International, LLC		1/25/2005	2,921,089
VWR International, LLC		2/1/2005	2,923,685
VWR International, LLC		1/6/2004	2,803,120
VWR International, LLC	VWR INTERNATIONAL	1/25/2005	2,921,088
VWR International, LLC	VWR SCIENTIFIC VWR Scientific	2/27/1979	1,114,292
VWR International, LLC	VWR STOCKTRACKER	9/12/2006	3,142,530
VWR International, LLC	WAVER	3/30/1993	1,761,192

SCHEDULE II
U.S. Trademark Applications

Owner	Mark	Filing Date	Application No.
VWR International, LLC	ACROSS THE CURRICULUM . . .	11/30/2005	78/763,205
VWR International, LLC	VWR LABSHOP	08/30/2005	78/691,633