

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
UBIO Acquisition Company		09/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harvard Bioscience, Inc.		
Street Address:	84 October Hill Road		
City:	Holliston		
State/Country:	MASSACHUSETTS		
Postal Code:	01746		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3014429	UNION BIOMETRICA	
Registration Number:	3166430	BIOSORTER	
CORRESPONDENCE DATA			
Fax Number:	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7342224776		
Email:	jbisdorf@jaffelaw.com		
Correspondent Name:	Jeremy D. Bisdorf		
Address Line 1:	201 S. Main St., Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	HARBIO-IP		
NAME OF SUBMITTER:	Jeremy D. Bisdorf		
Signature:	/jdb/		
Date:	10/01/2008		

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Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into as of September 30, 2008 by UBIO Acquisition Company, a Delaware corporation ("UBIO"), in favor of Harvard Bioscience, Inc., a Delaware corporation ("Harvard").

UBIO and Harvard are parties to that certain Asset Purchase Agreement of even date herewith, pursuant to which UBIO agreed to purchase the Assets from a subsidiary of Harvard (the "Purchase Agreement"). Any capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.

Pursuant to Section 5.06 of the Purchase Agreement, UBIO has agreed to grant Harvard a first priority security interest (subject to the limitations set forth in Section 5.07 of the Purchase Agreement) in the Collateral (defined below) in order to secure UBIO's obligations arising under the Purchase Agreement (including but not limited to, the Earn-Out, the Earn-Out Promissory Notes, the Strack Side Letter and the Bogan Side Letter).

In order to secure the prompt satisfaction by UBIO of all of its obligations to Harvard under the Purchase Agreement (including but not limited to, the Earn-Out, the Earn-Out Promissory Notes, the Strack Side Letter and the Bogan Side Letter) and this Agreement, UBIO has agreed to execute and deliver a certain Pledge and Security Agreement, dated of even date herewith (the "PSA") and to grant Harvard a continuing security interest in the Collateral as more fully set forth below. The PSA contemplates execution of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions; Interpretation.

a. Terms Defined in PSA. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the PSA.

b. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" has the meaning set forth in the PSA.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in The Commonwealth of Massachusetts.

c. Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

2. Security Interest.

a. Grant of Security Interest. As security for the payment and performance of the Secured Obligations, UBIO hereby grants, assigns, and conveys to Harvard a security interest in all of UBIO's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which UBIO now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

i. all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

ii. all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

iii. the entire goodwill of or associated with the businesses now or hereafter conducted by UBIO connected with and symbolized by any of the aforementioned properties and assets;

iv. all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

v. all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Harvard is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

vi. all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

b. Continuing Security Interest. UBIO agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

3. Supplement to PSA. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the PSA. UBIO acknowledges that the rights and remedies of Harvard with respect to the security interest in the Collateral granted hereby are more fully set forth in the PSA and all such rights and remedies are cumulative.

4. Representations and Warranties. UBIO represents and warrants to Harvard that:

a. Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by UBIO, in whole or in part, is set forth in Schedule A.

b. Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by UBIO, in whole or in part, is set forth in Schedule B.

5. Further Acts. On a continuing basis, UBIO shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Harvard to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure UBIO's compliance with this Agreement or to enable Harvard to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Harvard may record this Agreement, an abstract thereof, or any other document describing Harvard's interest in the Collateral with the PTO, at the expense of UBIO.

6. Future Rights. Except as otherwise expressly agreed to in writing by Harvard, if and when UBIO shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and UBIO shall give to Harvard prompt notice thereof. UBIO shall do all things deemed necessary or advisable by Harvard to ensure the validity, perfection, priority and enforceability of the security interests of Harvard in such future acquired Collateral. UBIO hereby authorizes Harvard to modify, amend, or supplement the Schedules hereto and to re-execute this Agreement from time to time on UBIO's behalf and as its attorney-in-fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Harvard Appointed Attorney-in-Fact. Harvard shall have the right to, in the name of UBIO, or in the name of Harvard or otherwise, without notice to or assent by UBIO, and UBIO hereby constitutes and appoints Harvard (and any of Harvard's officers or employees or agents

designated by Harvard) as UBIO's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes Harvard: (i) to sign and file in the name of UBIO any financing statement (with or without UBIO's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of UBIO on all or any of such documents or instruments and perform all other acts that Harvard deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Harvard's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of UBIO, which Harvard may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including after the occurrence and during the continuance of any Event of Default (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of UBIO arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for Harvard to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall Harvard have the unilateral power, prior to the occurrence and continuance of an Event of Default, to assign any of the Collateral to any Person, including itself, without UBIO's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as Harvard has any Secured Obligations that have not been paid and performed in full. UBIO hereby ratifies, to the extent permitted by law, all that Harvard shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

8. Harvard Performance of UBIO Obligations. Harvard may perform or pay any obligation which UBIO has agreed to perform or pay under or in connection with this Agreement, and UBIO shall reimburse Harvard on demand for any amounts paid by Harvard pursuant to this Section 8.

9. Harvard's Duties. Notwithstanding any provision contained in this Agreement, Harvard shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to UBIO or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by Harvard hereunder, Harvard shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

10. Remedies. Upon the occurrence and during the continuance of any Event of Default, Harvard shall have, in addition to all other rights and remedies granted to it in this Agreement or the PSA, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, UBIO agrees that Harvard shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of Harvard's rights or remedies upon or after the occurrence and during the continuance of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Harvard shall have the right but shall in no way be obligated to bring suit, or to take such other action as Harvard deems necessary or advisable, in the name of UBIO or Harvard, to

enforce or protect any Collateral, and any license thereunder, in which event UBIO shall, at the request of Harvard, do any and all lawful acts and execute any and all documents required by Harvard in aid of such enforcement.

11. Notices. All notices, requests or demands required or permitted by this Agreement or any part of this Agreement shall be given pursuant to Section 10.02 of the Purchase Agreement.

12. No Waiver; Cumulative Remedies. No failure on the part of Harvard to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Harvard.

13. Binding Effect. The terms of this Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties.

14. Governing Law; Consent to Jurisdiction. This Agreement shall be construed, interpreted and enforced in accordance with the laws of The Commonwealth of Massachusetts without consideration of principles of conflicts or choice of laws.

15. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Purchase Agreement.

16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

18. Incorporation of Provisions of the PSA. To the extent the PSA contains provisions of general applicability to the Secured Obligations or the Collateral, such provisions are incorporated herein by this reference.

19. No Inconsistent Requirements. UBIO acknowledges that this Agreement and the other documents relating to the Secured Obligations and the Collateral may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees

that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

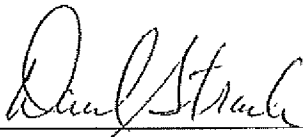
20. Termination. Upon the termination of the PSA and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and Harvard shall promptly execute and deliver to UBIO such documents and instruments reasonably requested by UBIO as shall be necessary to evidence termination of all security interests given by UBIO to Harvard hereunder, including cancellation of this Agreement by written notice from Harvard to the PTO.

[Remainder of page intentionally left blank]

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

UBIO:

UBIO ACQUISITION COMPANY

By: 
Name: David Strack
Title: President

HARVARD:

HARVARD BIOSCIENCE, INC.

By: _____
Name: David Green
Title: President

[Signature Page for Patent and Trademark Security Agreement]

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

UBIO:

UBIO ACQUISITION COMPANY

By: _____

Name: David Strack

Title: President

HARVARD:

HARVARD BIOSCIENCE, INC.

By:  _____

Name: David Green

Title: President

[Signature Page for Patent and Trademark Security Agreement]

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of UBIO

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,657,713	12/2/2003	INSTRUMENT FOR SELECTING AND DEPOSITING MULTICELLULAR ORGANISMS AND OTHER LARGE OBJECTS
6,400,453	6/4/2002	INSTRUMENT FOR SELECTING AND DEPOSITING MULTICELLULAR ORGANISMS AND OTHER LARGE OBJECTS
7,116,407	10/3/2006	SYSTEM FOR AXIAL PATTERN ANALYSIS OF MULTICELLULAR ORGANISMS

Issued Foreign Patents of UBIO

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
Europe	AU2001286615 WO03021272 (A3) WO03021272 (A2)	2007-12-06	IMPROVED AXIAL PATTERN ANALYSIS UTILIZING ORGANISMS HAVING DEFINED MARKER PATTERNS
Europe	WO03016875	2003-02-27	SYSTEM FOR AXIAL PATTERN ANALYSIS OF MULTICELLULAR ORGANISMS
Europe	US2002176069	2002-11-28	SYSTEM FOR AXIAL PATTERN ANALYSIS OF MULTICELLULAR ORGANISMS
Europe	WO0036396 EP1159600 (A3) EP1159600 (A2) MXPA01006046 (A) EP1159600 (A0) CA2355709 (A1) EP1159600 (B1) DE69932854T (T2)	6/22/2000	AXIAL PATTERN ANALYSIS AND SORTING INSTRUMENT FOR MULTICELLULAR ORGANISMS EMPLOYING IMPROVED LIGHT SCATTER TRIGGER

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Trademark(s)

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
UNION BIOMETRICA	3,014,429	November 15, 2005
BIOSORTER	3,166,430	October 31, 2006

Foreign Trademark(s)

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CANADA	UNION BIOMETRICA	TMA666,735	June 29, 2006
JAPAN	UNION BIOMETRICA	4751405	February 27, 2004
EU	UNION BIOMETRICA	003335031	May 27, 2005