

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
WHEATON INDUSTRIES, INC.		06/08/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3419394	W
Registration Number:	2628198	BIOSTIR
Registration Number:	2962306	BREEDER
Registration Number:	0896009	CELSTIR
Registration Number:	0859294	CRYULE
Registration Number:	3260798	E-Z EX-TRACTION
Registration Number:	2618073	E-Z VIAL
Registration Number:	0866340	UNI-DOSE
Registration Number:	0859293	VACULE
Registration Number:	1363042	WHEATON DRY SEAL
Registration Number:	1338979	STEP-PETTE
Registration Number:	1410248	MICRO-STIR
Registration Number:	1878499	E-Z SAMPLER

OP \$865.00 3419394

Registration Number:	1452971	GRAB SAMPLER
Registration Number:	1860801	SAFE-GRIND
Registration Number:	1172035	UNISPENSE
Registration Number:	3754499	OMNI-VIAL
Registration Number:	1576171	SHORTY VIAL
Registration Number:	1600464	V VIAL
Registration Number:	1598287	VIAL FILE
Registration Number:	1636171	SURE-GUARD
Registration Number:	2114039	CLEAN-PAK
Registration Number:	1103791	WHEATON MICRO KIT
Registration Number:	1900212	CELL OPTIMIZER SYSTEM
Registration Number:	3408279	SCILUTIONS
Registration Number:	3430315	LAB FILE
Registration Number:	3721682	INCREDIBLY EASY TO DO BUSINESS WITH
Registration Number:	1490954	M-T VIAL FILE
Registration Number:	3757269	M-T VIAL FILE
Registration Number:	3754501	SAMPULE
Registration Number:	1125938	THE WHEATON CONNECTION
Registration Number:	1715187	BIOPRO
Registration Number:	2857977	MANTARAY
Registration Number:	1016028	W I

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.189
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/09/2010

Total Attachments: 6

source=Wheaton Trademark Security Agreement#page1.tif

source=Wheaton Trademark Security Agreement#page2.tif

source=Wheaton Trademark Security Agreement#page3.tif

source=Wheaton Trademark Security Agreement#page4.tif

source=Wheaton Trademark Security Agreement#page5.tif

source=Wheaton Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2010, by WHEATON INDUSTRIES, INC., a Delaware corporation (as successor by merger with Wheaton Acquisition Corp., "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WHEATON INDUSTRIES, INC., a Delaware corporation

By: Stephen R. Dyer
Name: STEPHEN R. DYER
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____

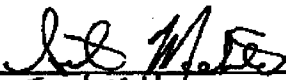
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WHEATON INDUSTRIES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Sunil Mehta
Title: Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

See the attached.

TRADEMARK APPLICATIONS

See the attached.

Trademarks					
Trademark	Country	App. No.	Reg. No.	Status	
W and Design	US	77/106,339	3,419,394	Registered	
W and Design	WIPO		937913	Registered	
BIOSTIR	US	76/345,339	2,628,198	Registered	
BREEDER	US	78/345,337	2,962,306	Registered	
CELSTIR	US	72/342,686	896,009	Registered	
CRYULE	US	72/283,482	859,294	Registered	
E-Z EX-TRACTION	US	78/946,418	3,260,798	Registered	
E-Z EX-TRACTION	WIPO		945384	Registered	
E-Z VIAL	US	76/338,371	2,618,073	Registered	
UNI-DOSE	US	72/282,503	866,340	Registered	
VACULE	US	72/283,481	859,293	Registered	
WHEATON DRY SEAL	US	499,742	1,363,042	Registered	
STEP-PETTE	US	73/500,266	1,338,979	Registered	
MICRO-STIR	US	584,541	1,410,248	Registered	
E-Z SAMPLER	US	74/457,242	1,878,499	Registered	
GRAB SAMPLER	US	584,334	1,452,971	Registered	
SAFE-GRIND	US	74/462,528	1,860,801	Registered	
UNISPENSE	US	73/203,122	1,172,035	Registered	
OMNI-VIAL	US	77/787,228	3,754,499	Registered	
SHORTY VIAL	US	73/796,657	1,576,171	Registered	
V VIAL	US	73/796,602	1,600,464	Registered	
VIAL FILE	US	73/796,625	1,598,287	Registered	
SURE-GUARD	US	74/055,822	1,636,171	Registered	
CLEAN-PAK	US	75/192,774	2,114,039	Registered	
WHEATON MICRO KIT	US	73/136,259	1,103,791	Registered	
CELL OPTIMIZER SYSTEM	US	74/506,629	1,900,212	Registered	
SCILUTIONS	US	77/182,396	3,408,279	Registered	
SCILUTIONS	WIPO		964145	Registered	
LAB FILE	US	77/271,568	3,430,315	Registered	
INCREDIBLY EASY TO DO BUSINESS WITH	US	77/731,631	3,721,682	Registered	
M-T VIAL FILE	US	687,778	1,490,954	Registered	
M-T VIAL FILE	US	77/787,156	3,757,269	Registered	
SAMPULE	US	77/787,276	3,754,501	Registered	
THE WHEATON CONNECTION	US	73/158,308	1,125,938	Registered	
BIOPRO	US	74/170,122	1,715,187	Registered	
MANTARAY	US	78/234,675	2,857,977	Registered	
STYLIZED WI	US	72/430,450	1,016,028	Registered	