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
Avantor Performance Materials, Inc.		10/08/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 74

Property Type	Number	Word Mark
Registration Number:	2582274	ALEG
Registration Number:	594056	A.R.
Registration Number:	1410989	AR SELECT
Registration Number:	2421101	BAKER ALEG
Registration Number:	934770	BAKER ANALYZED
Registration Number:	2731516	BAKER BIO-ANALYZED
Registration Number:	919213	BAKER INSTRA-ANALYZED
Registration Number:	1022985	BAKER INSTRA-ANALYZED
Registration Number:	2677673	BAKER PRS
Registration Number:	1477263	BAKER PRS-1000
Registration Number:	2441492	BAKER REZI
Registration Number:	2290002	BAKERBOND
Registration Number:	2081981	BAKERCLEAN
Registration Number:	2731515	BAKERDRY

CH $1865.00 2582274

Registration Number:	2042671	BAKERFACTS
Registration Number:	0788032	BUFFAR
Registration Number:	1231558	CALTAC
Registration Number:	2368307	CHEMCHOICE
Registration Number:	3076715	CHEMCHOICE
Registration Number:	2293528	CHEM-CLEAR
Registration Number:	1880975	CHEMFAX
Registration Number:	2342784	CHEMISTRY THAT EMPOWERS DISCOVERY
Registration Number:	0802392	CHEM-SOLV
Registration Number:	830044	CHROMAR
Registration Number:	2569428	CIRCLE OF SAFETY
Registration Number:	2524894	CIRCLE OF SAFETY
Registration Number:	2830234	CLK
Registration Number:	2838848	CLK
Registration Number:	1851239	CYCLE-TAINER
Registration Number:	893101	DILUT-IT
Registration Number:	1962223	DISKMATE
Registration Number:	897637	DUAL-TINT
Registration Number:	1749162	FINYTE
Registration Number:	1258074	GENAR
Registration Number:	0821837	GRANUSIC
Registration Number:	1719733	HYDRA-POINT
Registration Number:	929398	J. T. BAKER
Registration Number:	1471887	KLEAN-AR
Registration Number:	800133	NANOGRADE
Registration Number:	1045182	NEUTRACIT
Registration Number:	1045184	NEUTRASORB
Registration Number:	785027	OR
Registration Number:	3632451	PANEXCEA
Registration Number:	500027	PARLODION
Registration Number:	0129685	PARLODION
Registration Number:	1048775	PHOTREX
Registration Number:	1845434	POLAR PLUS
Registration Number:	2725817	PROTOCOL C3
Registration Number:	2725097	PROTOCOL C3

Registration Number:	1045188	RESISORB
Registration Number:	2573149	REZI
Registration Number:	1817630	RIGHT FROM THE START
Registration Number:	851916	SAFEMOR
Registration Number:	1005732	SAFETAINER
Registration Number:	1045185	SOLUSORB
Registration Number:	3051490	SOLV-IT
Registration Number:	777205	SPECTRAR
Registration Number:	2151995	SPEEDISK
Registration Number:	2453652	SPILL TAMER
Registration Number:	0836924	STAKMOR
Registration Number:	1280252	STANDARD
Registration Number:	1723077	STANDARD
Registration Number:	1585210	ULTIMAR
Registration Number:	3784033	ULTRA LC/MS
Registration Number:	1876208	ULTRA RESI-ANALYZED
Registration Number:	877636	ULTREX
Registration Number:	963932	ULTREX
Registration Number:	1030415	ULTREX
Registration Number:	2373724	ULTRYTE
Registration Number:	2854935	WE'RE THERE BEFORE YOU NEED US.
Serial Number:	85121929	AVANTOR PERFORMANCE MATERIALS
Serial Number:	85124953	MACRON CHEMICALS
Serial Number:	85110731	TRISCEND
Serial Number:	85110708	AVANTOR

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Shivram Sankar, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2332

NAME OF SUBMITTER:	Shivram Sankar
Signature:	/Shivram Sankar/
Date:	10/08/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 8, 2010 (this "***Agreement***"), among AVANTOR PERFORMANCE MATERIALS, INC., a New Jersey corporation (the "***Grantor***"), located at 222 Red School Lane, Phillipsburg, NJ 08865 and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("***CS***"), as collateral agent (in such capacity, the "***Collateral Agent***").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "***Guarantee and Collateral Agreement***"), among the Borrower, Holdings, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, Holdings, the Lenders party thereto and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral 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, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor 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) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and

pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby;

(c) all other assets, rights, and interests that uniquely reflect or embody such goodwill, but excluding in all cases any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. §1501(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office ((a), (b) and (c) collectively, the "***Trademarks***"); and

(d) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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TRADEMARK
REEL: 004293 FRAME: 0289

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

AVANTOR PERFORMANCE
MATERIALS, INC.

By: _____
Name: Robert Harrer
Title: Vice President and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged and Agreed by:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,

By:_____
Name: JOHN D. TORONTO
Title: DIRECTOR

By:_____
Name: VIPUL DHADDA
Title: ASSOCIATE

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
United States	ALEG	76/336424	08-Nov-01	2582274	18-Jun-02	Registered
United States	AR	71/617469	03-Aug-51	594056	24-Aug-54	Registered
United States	AR SELECT	73/550334	26-Jul-85	1410989	30-Sep-86	Registered
United States	BAKER ALEG	75/838101	02-Nov-99	2421101	16-Jan-01	Registered
United States	BAKER ANALYZED	72/317434	24-Jan-69	934770	30-May-72	Registered
United States	BAKER BIO-ANALYZED	76/379601	07-Mar-02	2731516	01-Jul-03	Registered
United States	BAKER INSTRA-ANALYZED	72/347201	29-Dec-69	919213	31-Aug-71	Registered
United States	BAKER INSTRA-ANALYZED	73/015576	11-Mar-74	1022985	21-Oct-75	Registered
United States	BAKER PRS	76/388531	07-Dec-01	2677673	21-Jan-03	Registered
United States	BAKER PRS-1000	73/671665	13-Jul-87	1477263	23-Feb-88	Registered
United States	BAKER REZI	75/657903	10-Mar-99	2441492	03-Apr-01	Registered
United States	BAKERBOND	75/488901	21-May-98	2290002	02-Nov-99	Registered
United States	BAKERCLEAN	74/633843	13-Feb-95	2081981	22-Jul-97	Registered
United States	BAKERDRY	76/379600	07-Mar-02	2731515	01-Jul-03	Registered
United States	BAKERFACTS	74/633842	13-Feb-95	2042671	11-Mar-97	Registered
United States	BUFFAR (Stylized)	72/178359	07-Oct-63	0788032	13-Apr-65	Registered
United States	CALTAC	73/328018	14-Sep-81	1231558	22-Mar-83	Registered
United States	CHEMCHOICE	75/708592	18-May-99	2368307	18-Jul-00	Registered
United States	CHEMCHOICE	78/609834	15-Apr-05	3076715	04-Apr-06	Registered
United States	CHEM-CLEAR	75/431171	09-Feb-98	2293528	16-Nov-99	Registered
United States	CHEMFAX	74/413594	16-Jul-93	1880975	28-Feb-95	Registered
United States	CHEMISTRY THAT EMPOWERS DISCOVERY	75/590664	17-Nov-98	2342784	18-Apr-00	Registered
United States	CHEM-SOLV	72/218884	14-May-65	0802392	18-Jan-66	Registered
United States	CHROMAR	72/252266	12-Aug-66	830044	13-Jun-67	Registered
United States	CIRCLE OF SAFETY	76/103624	03-Aug-00	2569428	14-May-02	Registered
United States	CIRCLE OF SAFETY	76/206306	07-Feb-01	2524894	01-Jan-02	Registered
United States	CLK	78/261686	12-Jun-03	2830234	06-Apr-04	Registered
United States	CLK & DEVICE	78/261696	12-Jun-03	2838848	04-May-04	Registered
United States	CYCLE-TAINER	74/440309	27-Sep-93	1851239	30-Aug-94	Registered
United States	DILUT-IT	72/292878	11-Mar-68	893101	23-Jun-70	Registered
United States	DISKMATE	74/421582	04-Aug-93	1962223	12-Mar-96	Registered
United States	DUAL-TINT	72/311227	04-Nov-68	897637	01-Sep-70	Registered
United States	FINYTE	74/198906	28-Aug-91	1749162	26-Jan-93	Registered
United States	GENAR (STYLIZED)	73/373426	06-Jul-82	1258074	22-Nov-83	Registered
United States	GRANUSIC	72/245379	11-May-66	0821837	10-Jan-67	Registered
United States	HYDRA-POINT	74/215034	24-Oct-91	1719733	29-Sep-92	Registered
United States	J.T. BAKER & DEVICE	72/372112	30-Sep-70	929398	22-Feb-72	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
United States	KLEAN-AR (Stylized)	73/646991	27-Feb-87	1471887	12-Jan-88	Registered
United States	NANOGRADE	72/214353	17-Mar-65	800133	14-Dec-65	Registered
United States	NEUTRACIT	73/068417	10-Nov-75	1045182	03-Aug-76	Registered
United States	NEUTRASORB	73/068419	10-Nov-75	1045184	03-Aug-76	Registered
United States	OR	72/194894	04-Jun-64	785027	16-Feb-65	Registered
United States	PANEXCEA	77/380463	25-Jan-08	3632451	02-Jun-09	Registered
United States	PARLODION	71/526865	05-Jul-47	500027	06-Apr-48	Registered
United States	PARLODION	71/122160	30-Aug-19	0129685	09-Mar-20	Registered
United States	PHOTREX	73/072589	22-Dec-75	1048775	28-Sep-76	Registered
United States	POLAR PLUS	74/421584	04-Aug-93	1845434	19-Jul-94	Registered
United States	PROTOCOL C3	78/034913	13-Nov-00	2725817	10-Jun-03	Registered
United States	PROTOCOL C3 (stylized)	76/169401	21-Nov-00	2725097	10-Jun-03	Registered
United States	RESISORB	73/068423	10-Nov-75	1045188	03-Aug-76	Registered
United States	REZI	76/142437	06-Oct-00	2573149	28-May-02	Registered
United States	RIGHT FROM THE START	74/328103	03-Nov-92	1817630	25-Jan-94	Registered
United States	SAFEMOR	72/277924	09-Aug-67	851916	02-Jul-68	Registered
United States	SAFETAINER	73/018243	08-Apr-74	1005732	04-Mar-75	Registered
United States	SOLUSORB	73/068420	10-Nov-75	1045185	03-Aug-76	Registered
United States	SOLV-IT	78/192778	10-Dec-02	3051490	24-Jan-06	Registered
United States	SPECTRAR (Stylized)	72/181377	18-Nov-63	777205	22-Sep-64	Registered
United States	SPEEDISK	75/208658	05-Dec-96	2151995	21-Apr-98	Registered
United States	SPILL TAMER	75/574130	20-Oct-98	2453652	22-May-01	Registered
United States	STAKMOR	72/233511	29-Nov-65	0836924	17-Oct-67	Registered
United States	STANDARD (Stylized)	73/347571	28-Jan-82	1280252	29-May-84	Registered
United States	STANDARD (Stylized)	74/054683	01-May-90	1723077	13-Oct-92	Registered
United States	ULTIMAR	73/763364	14-Nov-88	1585210	06-Mar-90	Registered
United States	ULTRA LC/MS	77/826073	14-Sep-09	3784033	04-May-10	Registered
United States	ULTRA RESI-ANALYZED	74/380906	16-Apr-93	1876208	31-Jan-95	Registered
United States	ULTREX	72/308738	03-Oct-68	877636	30-Sep-69	Registered
United States	ULTREX	72/419575	27-Mar-72	963932	17-Jul-73	Registered
United States	ULTREX	73/030886	16-Aug-74	1030415	20-Jan-76	Registered
United States	ULTRYTE	75/526583	28-Jul-98	2373724	01-Aug-00	Registered
United States	AVANTOR	85/110708	18-Aug-10			Pending
United States	AVANTOR PERFORMANCE MATERIALS (Stylized)	85/121929	02-Sep-10			Pending
United States	MACRON CHEMICALS & DEVICE	85/124953	08-Sep-10			Pending
United States	TRISCEND	85/110731	18-Aug-10			Pending
United States	WE'RE THERE BEFORE YOU NEED US.	78/101566	08-Jan-02	2854935	15-Jun-04	Registered; in grace period for Affidavit of Use