

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.		02/09/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85197231	CRYOFILE
Serial Number:	85186488	R2P
Serial Number:	85186472	CRIMPENSTEIN
Serial Number:	85186453	CRYOELITE
Serial Number:	85058139	OMNISPENSE
Serial Number:	85221155	KEEPIT

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@goldbergekohn.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

OP \$165.00 85197231

ATTORNEY DOCKET NUMBER:	4975.189
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/09/2011
Total Attachments: 4 source=First Amendment to Trademark Security Agreement#page1.tif source=First Amendment to Trademark Security Agreement#page2.tif source=First Amendment to Trademark Security Agreement#page3.tif source=First Amendment to Trademark Security Agreement#page4.tif	

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of June 8, 2010 (the "Trademark Security Agreement") made by Wheaton Industries, Inc., a Delaware corporation ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for Lenders ("Agent") is dated as of February 9, 2011.

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of June 8, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule 1 to the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

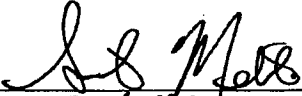
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

WHEATON INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Scott Meltzer
Title: VP

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

WHEATON INDUSTRIES, INC.

By: Stephan R. Drozdow
Name: STEPHAN R. DROZDOW
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____

SCHEDULE A

NEW TRADEMARKS

Trademark	Country	App. No.	Reg. No.	Status
Cryofile	US	85197231	N/A	Pending
R2P	US	85186488	N/A	Pending
Crimpenstein	US	85186472	N/A	Pending
Cryoelite	US	85186453	N/A	Pending
OmniSpense	US	85058139	N/A	Pending
Keepit	US	85221155	N/A	Pending