

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
MPD Holdings, LLC		06/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
MPD Chemicals, LLC		06/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
Isosciences, LLC		06/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
Silar, LLC		06/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	First Niagara Bank, N.A.
Street Address:	726 Exchange Street
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14210
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	85186948	CERTIMASS

CORRESPONDENCE DATA	
Fax Number:	2155572049
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(215) 988-6991
Email:	tarbox@blankrome.com
Correspondent Name:	Olivia H. Tarbox, Paralegal
Address Line 1:	Blank Rome LLP
Address Line 2:	One Logan Square - 8th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998

CH \$40.00 85186948

ATTORNEY DOCKET NUMBER:	138688-01004
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	06/14/2012
Total Attachments: 9 source=First Niagara-MPD IP security agreement (3)#page1.tif source=First Niagara-MPD IP security agreement (3)#page2.tif source=First Niagara-MPD IP security agreement (3)#page3.tif source=First Niagara-MPD IP security agreement (3)#page4.tif source=First Niagara-MPD IP security agreement (3)#page5.tif source=First Niagara-MPD IP security agreement (3)#page6.tif source=First Niagara-MPD IP security agreement (3)#page7.tif source=First Niagara-MPD IP security agreement (3)#page8.tif source=First Niagara-MPD IP security agreement (3)#page9.tif	



TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this June 12, 2012 by MPD HOLDINGS, LLC, a Delaware limited liability company, MPD CHEMICALS, LLC, a Delaware limited liability company, ISOSCIENCES, LLC, a Delaware limited liability company, and SILAR, LLC, a Delaware limited liability company (collectively, the "Grantors"), in favor of FIRST NIAGARA BANK, N.A. ("Lender").

WITNESSETH

WHEREAS, Grantors (together with each Person joined as borrower to the Loan Agreement (as defined below) from time to time, collectively the "Borrowers") have entered into that certain Loan Agreement with Lender dated as of the date hereof (as amended, restated, supplemented, modified or replaced from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof among Grantors and Lender (as amended, restated, supplemented, modified or replaced from time to time, the "Security Agreement"), Grantors have granted to Lender a security interest in substantially all of the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement.

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

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Lender and hereby reaffirms its grant pursuant to the Security Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

- (i) each now owned or hereafter acquired trademark, trademark application, patent and patent application, including, without limitation, those listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"),

together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent (as applicable), or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Lender, which consent shall not be unreasonably withheld.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademark registrations, trademark applications, material unregistered trademarks, patents and patent applications owned or registered to such Grantor.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

[signatures to appear on following page]

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

MPD HOLDINGS, LLC

By: _____
Name:
Title:

MPD CHEMICALS, LLC

By: _____
Name:
Title:

ISOSCIENCES, LLC

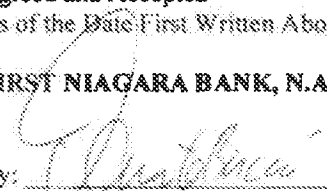
By: _____
Name:
Title:

SILAR, LLC

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

FIRST NIAGARA BANK, N.A.

By: 
Name: Dante Bucci
Title: First Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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

MPD HOLDINGS, LLC

By: 
Name: Stephen Bell
Title: Vice President

MPD CHEMICALS, LLC

By: MPD HOLDINGS, LLC, its sole Member

By: 
Name: Stephen Bell
Title: Vice President

ISOSCIENCES, LLC

By: MPD HOLDINGS, LLC, its sole Member

By: 
Name: Stephen Bell
Title: Vice President

SILAR, LLC

By: MPD HOLDINGS, LLC, its sole Member

By: 
Name: Stephen Bell
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

FIRST NIAGARA BANK, N.A.

By: _____
Name: Dante Bucci
Title: First Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

Schedule 3.14
Patents and Trademarks

Patent:

(Application submitted): U.S. Patent Application No. US2011/0073810 – Landvatter, S.W.; Landvatter E.F. and Tyburski, R.S. “Process for Preparing Isotopically Labeled Vitamins Suitable for use as Analytical Reference Standards”

Trademark:

Trademark for CertiMass (Issued by USPTO)
Serial Number: 85-186,948
Mark: CERTIMASS (Standard Character Mark)
Owner: IsoSciences, LLC
Acceptance Received: March 9, 2011

License:

License Agreement between MPD Holdings, LLC and the Commonwealth Scientific and Industrial Research Organization (CSIRO), dated January 4, 2010, to make and distribute Licensed RAFT Products

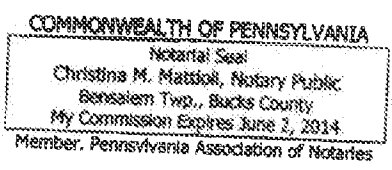
COMPANY ACKNOWLEDGMENT

State of PA)
Bucks County) : SS

This instrument was acknowledged before me on the 13th day of June, 2012, by Stephen Bell as Vice President of MPD Holdings, LLC.

[Seal]

Christina M. Mattioli
Notary Public, State of PA
My commission expires on 6/2/14



[ACKNOWLEDGMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

POWER OF ATTORNEY

MPD HOLDINGS, LLC, a Delaware limited liability company, **MPD CHEMICALS, LLC**, a Delaware limited liability company, **ISOSCIENCES, LLC**, a Delaware limited liability company, and **SILAR, LLC**, a Delaware limited liability company (together, the "Grantors"), hereby authorize **FIRST NIAGARA BANK, N.A.**, its successors and assigns, and any officer or agent thereof (collectively, "Lender"), as lender under that certain Loan Agreement among Lender and Grantors, dated as of June 12, 2012 (as amended, restated, supplemented, modified or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement among Grantors and Lender dated as of June 12, 2012 (as amended, restated, supplemented, modified or replaced from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantors in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantors, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

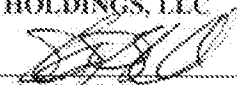
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement and other Loan Documents.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the other Loan Documents.

This Power of Attorney is coupled with an interest and shall be irrevocable for the life of the Trademark and Patent Security Agreement.

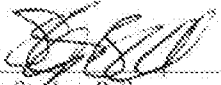
IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

MPD HOLDINGS, LLC

By: 
Name: Stephen Bell
Title: Vice President
:

MPD CHEMICALS, LLC

By: MPD HOLDINGS, LLC, its sole Member

By: 
Name: Stephen Bell
Title: Vice President

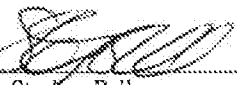
ISOSCIENCES, LLC

By: MPD HOLDINGS, LLC, its sole Member

By: 
Name: Stephen Bell
Title: Vice President

SILAR, LLC

By: MPD HOLDINGS, LLC, its sole Member

By: 
Name: Stephen Bell
Title: Vice President

[POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

