

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		07/16/2012	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	VWR International, LLC		
Street Address:	100 Matsonford Rd.		
Internal Address:	P.O. Box 6660		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	VWR Education, LLC		
Street Address:	5100 West Henrietta Road		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14692-9012		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1116330	ASTROSCAN	
Registration Number:	1132780	SCIENTIFICS	
CORRESPONDENCE DATA			
Fax Number:	6088247001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	1-800-927-9801		

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Email: adinu@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 8040 Excelsior Drive
Address Line 4: Madison, WISCONSIN 53717

ATTORNEY DOCKET NUMBER:	278030 005
NAME OF SUBMITTER:	Adriana Dinu
Signature:	/ad/
Date:	07/17/2012

Total Attachments: 6
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ITEM 2 (cont'd)
to Trademark Release Cover Sheet

Additional Receiving Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Address</u>
VWR Education, LLC	Delaware	LLC	5100 West Henrietta Road, Rochester, NY 14692-9012

PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Partial Release") is made as of July 16, 2012 ("Effective Date") by and between **BANK OF AMERICA, N.A.**, as Collateral Agent (herein, together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as hereinafter defined), **VWR INTERNATIONAL, LLC**, a Delaware limited liability company formerly known as VWR International, Inc. ("VWR International") and VWR Education, LLC (herein, together with its successors and assigns in such capacity, the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between VWR International and Collateral Agent dated as of June 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition are used as defined in the Trademark Security Agreement), VWR International, as security for the payment or performance, as the case may be, in full of the Obligations (other than contingent obligations), pursuant to and to the extent required by the Trademark Security Agreement, granted to Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) owned as of June 29, 2007 or at any time thereafter acquired by VWR International and wherever located or in which VWR International had, as of June 29, 2007, or at any time thereafter may acquire any right, title or interest:

- a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles or like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I (collectively, the "Secured Trademarks");
- b) the goodwill associated with or symbolized by the Secured Trademarks;
- c) all assets, rights and interests that uniquely reflect or embody the Secured Trademarks;
- d) the right to sue third parties for past, present and future infringements of any of the Secured Trademarks; and
- e) all proceeds of and rights associated with the foregoing;

WHEREAS, VWR International and Collateral Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Credit Agreement dated as of June 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise

modified from time to time, the “Credit Agreement”) among Borrowers (as defined therein), the lenders from time to time party thereto, Bank of America, N.A., as administrative agent and as collateral agent, Banc of America Securities LLC, Goldman Sachs Credit Partners L.P. and J.P. Morgan Securities Inc., as Arrangers for the Credit Facilities, JPMorgan Chase Bank, N.A. and Deutsche Bank Securities, Inc., as co-documentation agents, and Goldman Sachs Credit Partners L.P., as syndication agent;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on July 30, 2007 on Reel 003589, Frame 0278;

WHEREAS, pursuant to the Trademark Assignment, dated as of July 9, 2012, between VWR International, LLC and VWR Education, LLC, VWR International assigned all of the assets and properties described above to Grantor; and

WHEREAS, Grantor now desires that Collateral Agent terminate, cancel, reassign and release to the Grantor, its successors and assigns any and all liens and security interest it has against, and any and all right, title and interest it may have in or to, in each case, arising under the Trademark Security Agreement: (i) the trademark registrations listed on Schedule I (“Released Trademarks”); (ii) the goodwill associated with or symbolized by the Released Trademarks; (iii) all assets, rights and interests that uniquely reflect or embody the Released Trademarks; (iv) the right to sue third parties for past, present and future infringements of any of the Released Trademarks; and (v) all proceeds of and rights associated with the foregoing (collectively, the “Released Trademark Rights”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates, cancels, reassigns and releases to the Grantor, its successors and assigns any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Released Trademark Rights, in each case, arising under the Trademark Security Agreement.

Collateral Agent makes this release without any representations or warranties of any kind, except as may be provided under the Trademark Security Agreement.

Collateral Agent shall, at Grantor’s sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), in each case, as reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Partial Release.

This Partial Release is limited to and shall relate solely to the Released Trademark Rights. Nothing herein shall be construed as a release of any other “Trademark Collateral” (as such term is defined in the Trademark Security Agreement).

* * * * *

IN WITNESS WHEREOF, Collateral Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A., as Collateral Agent

By: Alysa Trakas
Name: Alysa Trakas

Title: Director

[Signature Page to Partial Release of Trademark Security Agreement]

TRADEMARK
REEL: 004822 FRAME: 0880

SCHEDULE 1

Trademark Registrations

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date
ASTROSCAN	U.S.	73/146995 11/2/1977	1116330 4/10/1979
SCIENTIFICS	U.S.	73/173829 6/9/1978	1132780 4/8/1980