

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHARLES RIVER LABORATORIES, INC.		05/29/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn, 7th Floor
Internal Address:	Loan and Agency Services
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	National Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1055720	CFW
Registration Number:	1239365	CHARLES RIVER
Registration Number:	4250914	ICRYO
Registration Number:	1492505	VAF/PLUS
Registration Number:	3224154	PHENOFIRST
Serial Number:	85799936	MYPRECLINICAL
Serial Number:	85800592	MYBPS
Serial Number:	85899260	INSOURCING SOLUTIONS
Serial Number:	85910591	LABORATORY TESTING MANAGEMENT

CORRESPONDENCE DATA

Fax Number: 8004947512
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F145185
NAME OF SUBMITTER:	Megan M. Teixeira
Signature:	/Megan M. Teixeira/
Date:	06/18/2013

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 29, 2013 is made by Charles River Laboratories, Inc., a corporation formed under the laws of Delaware (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Fifth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Charles River Laboratories International, Inc., a Delaware corporation and parent of Obligor (“Parent Borrower”), certain Subsidiaries of the Parent Borrower, the Lenders and the Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Parent Borrower have executed and delivered a Fifth Amended and Restated Security Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Parent Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made

upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto, which includes all of the Obligor's Trademarks for which a grant of security interest in trademark rights agreement in favor of the Administrative Agent has not previously been filed with the United States Patent and Trademark Office), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

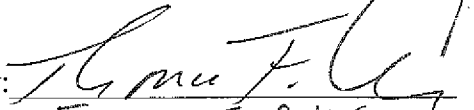
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

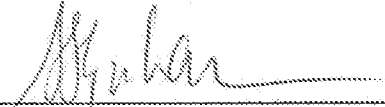
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHARLES RIVER LABORATORIES, INC.

By: 
Name: Thomas F. Ackerman
Title: Corp. Executive VP and CFO

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 

Name: D. Scott Farquhar

Title: Senior Vice President

[Charles River Trademark Security Agreement]

TRADEMARK
REEL: 005050 FRAME: 0706

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Registration No.</u>	<u>Title</u>
1055720	CFW
1239365	CHARLES RIVER
4,250,914	ICRYO (Stylized)
1492505	VAF/PLUS
3,224,154	PHENOFIRST

<u>Application No.</u>	<u>Title</u>
85799936	MYPRECLINICAL
85800592	MYBPS
85899260	INSOURCING SOLUTIONS
85910591	LABORATORY TESTING