

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PII EVERGREEN, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	909076	EVERGREEN SCIENTIFIC	
Registration Number:	0963527	SURETY	
Registration Number:	0995828	SPECTROVETTE	
Registration Number:	1207934	EVERGREEN	
Registration Number:	1242627	VISU-CHEK	
Registration Number:	1809928	CALOOPBRATOR	
Registration Number:	1600647	INOCULOOP	
Registration Number:	1783465	HISTOWARE	
Registration Number:	1949680	PAP-FIX PLUS	
Serial Number:	86295316	FPC	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 W. MONROE STREET		

CH \$265.00 909076

Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-636
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	02/06/2015
Total Attachments: 5 source=Trademark Security Agreement (PII Evergreen, LLC) GE Capital-Executed#page1.tif source=Trademark Security Agreement (PII Evergreen, LLC) GE Capital-Executed#page2.tif source=Trademark Security Agreement (PII Evergreen, LLC) GE Capital-Executed#page3.tif source=Trademark Security Agreement (PII Evergreen, LLC) GE Capital-Executed#page4.tif source=Trademark Security Agreement (PII Evergreen, LLC) GE Capital-Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2015, is made by PII EVERGREEN, LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 7, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties from time to time party thereto (including the Grantor), the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Revolver Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor will derive substantial direct and indirect benefits from the continued availability by the Lenders of extensions of credit under the Credit Agreement;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 7, 2013, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks and IP Licenses referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PII EVERGREEN, LLC,
as Account Party



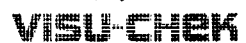

By: 
Name: Jeffrey Smith
Title: Treasurer and Secretary

Signature Page to Trademark Security Agreement (Evergreen)

TRADEMARK
REEL: 005455 FRAME: 0051

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

United States Trademarks	Application No.	Registration No.	Registration Date/ Expiration Date	Status
EVERGREEN SCIENTIFIC	72/345066	909076	03/02/1971 03/02/2021	Registered
SURETY (Stylized) 	72/403851	0963527	07/10/1973 07/10/2023	Registered
SPECTROVETTE	72/458272	0995828	10/15/1974 10/15/2024	Registered
EVERGREEN AND DESIGN (Stylized) 	73264710	1207934	09/14/1982 09/14/2022	Registered
VISU-CHEK (Stylized) 	73/343413	1242627	06/21/1983 06/21/2013	ABANDONED
FPC AND DESIGN 	86/295316	-	-	Application filed on 05/29/2014
CALOOPBRATOR	74/150908	1809928	12/07/1993 12/07/2023	Registered
INOCULOOOP	73/832792	1600647	06/12/1990 06/12/2020	Registered
HISTOWARE	74/201586	1783465	07/20/1993 07/20/2023	Registered
PAP-FIX PLUS	74/547358	1949680	01/16/1996 01/16/2016	Registered

2. Foreign Trademarks:

Trademark	Application Number	Registration Number	Registration Date/ Expiration Date	Country	Status
FPC AND DESIGN	B413477	B413477	08/14/1984 08/14/2015	Australia	Registered

Common law trademarks:

TC SEAL
EZ SEAL
CRYO SURE
MST
ORO-COL
FTK
SERA-SEPARA
SPUTOCOL
FPC
PCA
SV
AEROPURE
SLIDE-SETTE SAVER
VISU-CHEK

3. IP LICENSES

None