

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334369

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESSEN INSTRUMENTS, INC.		03/06/2015	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, for itself and as administrative agent for the Lender		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Association: MINNESOTA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4308524	CELLPLAYER	
<b>Registration Number:</b>	4437268	NUCLIGHT	
<b>Registration Number:</b>	4498800	CYTOLIGHT	
<b>Registration Number:</b>	4433293	I N C U C Y T E ZOOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	(612) 492-6819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist, DORSEY & WHITNEY LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	M250474		
<b>NAME OF SUBMITTER:</b>	Evan P. Everist		
<b>SIGNATURE:</b>	/Evan P. Everist/		
<b>DATE SIGNED:</b>	03/09/2015		
<b>Total Attachments: 4</b>			

CH \$115.00 4308524

source=Grant of Security Interest in Trademarks#page1.tif  
source=Grant of Security Interest in Trademarks#page2.tif  
source=Grant of Security Interest in Trademarks#page3.tif  
source=Grant of Security Interest in Trademarks#page4.tif

## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of March 6, 2015, by and from ESSEN INSTRUMENTS, INC., a Michigan corporation (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders, and the Administrative Agent are parties to that certain Credit Agreement dated as of March 6, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks and trademark applications (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

ESSEN INSTRUMENTS, INC.

By: B. Williams  
Name: Brett Williams  
Its: Chief Executive Officer and President

Address: 300 West Morgan Road  
Ann Arbor, MI 48108

Name and address of Secured Party:


U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

Confirmatory Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 005473 FRAME: 0458**

**EXHIBIT A**

**Schedule of Trademarks**

<b>Title and Status</b>	<b>Application and Registration Information</b>
CELLPLAYER  Registered	<b>App</b> 85681252 <b>App</b> 19-JUL-2012 <b>Reg</b> 4308524 <b>Reg</b> 26-MAR-2013
NUCLIGHT  Registered	<b>App</b> 85659281 <b>App</b> 22-JUN-2012 <b>Reg</b> 4437268 <b>Reg</b> 19-NOV-2013
CYTOLIGHT  Registered	<b>App</b> 85659298 <b>App</b> 22-JUN-2012 <b>Reg</b> 4498800 <b>Reg</b> 18-MAR-2014
INCUCYTE ZOOM INCUCYTE  Registered	<b>App</b> 85583269 <b>App</b> 29-MAR-2012 <b>Reg</b> 4433293 <b>Reg</b> 12-NOV-2013