

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361280

<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>
REAGENTS HOLDINGS, LLC		11/02/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	F.N.B. Capital Partners, L.P.		
<b>Street Address:</b>	6031 Wallace Road Extension		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Wexford		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15090		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4798862	R REAGENTS	
<b>Registration Number:</b>	4650649	THE CHEMICAL SPECIALIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		
<b>Address Line 1:</b>	1750 Tysons Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons Corner, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	2062265-0011		
<b>NAME OF SUBMITTER:</b>	Joyce Miller		
<b>SIGNATURE:</b>	/Joyce Miller/		
<b>DATE SIGNED:</b>	11/05/2015		
<b>Total Attachments: 13</b>			
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**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 2, 2015 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN FIRST COMMONWEALTH BANK AND F.N.B. CAPITAL PARTNERS, L.P.**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement"), dated as of November 2, 2015, is executed and delivered by REAGENTS HOLDINGS, LLC, a New Jersey limited liability company ("Pledgor"), in favor of F.N.B. CAPITAL PARTNERS, L.P., a Delaware limited partnership ("Lender").

Pledgor and Lender are entering into that certain Note Purchase Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Note Purchase Agreement"). Pledgor desires that Lender grant the financial accommodations to Pledgor as described in the Note Purchase Agreement.

WHEREAS, Pledgor deems it to be in its direct pecuniary and business interests that Pledgor obtain from Lender the Loans, as defined in the Note Purchase Agreement.

WHEREAS, Pledgor understands that Lender is willing to enter into the Note Purchase Agreement and to grant such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Lender, a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Lender and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises, to induce Lender to extend credit pursuant to the Note Purchase Agreement, to induce Lender to extend to or for the account of Pledgor such other credit as Lender may from time to time deem advisable (all upon such terms and conditions as Lender may from time to time deem advisable), and in consideration of the foregoing and for other valuable considerations, Pledgor hereby agrees, grants, represents and warrants as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names,

copyright registrations and copyright licenses including, but not limited to, those which are registered and listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing.

“Event of Default” shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Note Purchase Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Lender that:

(a) Pledgor to its knowledge owns all of the Collateral (provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the rights of a licensee thereunder) and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person; and

(c) Pledgor has, and shall continue to, for the duration of this Agreement, materially comply with proper statutory notice requirements in connection with its use of the Collateral.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is in violation of Pledgor’s obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor’s business.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof, except as would not reasonably be expected to result in a Material Adverse Effect. Pledgor shall comply in all material respects with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, <sup>TM</sup>, and <sup>SM</sup> where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Note Purchase Agreement, shall occur under any Transaction Document; or (ii) the failure of Lender to have perfected a security interest in the Collateral.

(b) Pledgor expressly acknowledges that Lender shall record this Intellectual Property Security Agreement with the United States Patent and Trademark Office in Washington, D.C. contemporaneously herewith, Pledgor shall also execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender, in escrow, until the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default (unless such Event of Default has been cured or waived prior to Lender providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in the form attached as Exhibit A hereto and upon written notice to Pledgor and thereafter Lender may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default occurs and during the continuation thereof, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Lender may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Lender shall apply such proceeds against payment of the Obligations. Any remainder of the proceeds, after payment in full of the Obligations, shall be paid to Pledgor. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination At such time as the Obligations has been irrevocably paid in full (other than contingent indemnification obligations for which no claims have been made) and the Note Purchase Agreement terminated and not replaced by any other credit facility with Lender, this Agreement shall terminate and, upon request of Pledgor, Lender shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance

fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this Agreement, within five days of demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

9. Lender's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, and in any event within ten days of demand, reimburse and indemnify Lender for all actual damages, commercially reasonable costs and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 9, in the event Lender elects to join in any such action commenced by Pledgor.

10. Power of Attorney. While any of the Obligations is outstanding (other than contingent indemnification obligations for which no claims have been made) and upon the occurrence and during the continuance of an Event of Default, Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Lender may, but is not obligated to, upon advance notice to Pledgor, do so in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect Lender's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claims have been made), Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Lender's request, Pledgor shall execute any

documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Note Purchase Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified in Section 8.04 of the Note Purchase Agreement, and, if to Lender, mailed or delivered to it, addressed to the address of Lender specified in Section 8.04 of the Note Purchase Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Pennsylvania state or federal court sitting in the

Commonwealth of Pennsylvania, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such Pennsylvania court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

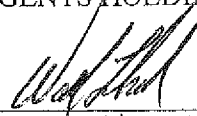
22. JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LENDER AND PLEDGOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY LENDER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THIS AGREEMENT, ANY NOTE OR ANY OTHER GUARANTY OF PAYMENT, AGREEMENT, INSTRUMENT OR DOCUMENT RELATED THERETO.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

REAGENTS HOLDINGS, LLC

By:   
Name: Walter L. Rausch  
Title: President

[Signature Page to IP Security Agreement]

ACKNOWLEDGMENT

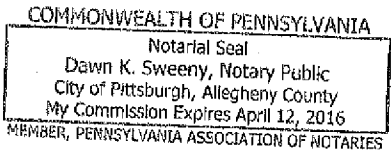
STATE/Commonwealth of Pennsylvania )  
COUNTY OF Allegheny )

SS:

On this, the 27<sup>th</sup> day of October, 2015, before me, a Notary Public, personally appeared Walter C. Boush who acknowledged himself to be the President of Reagents Holdings, LLC, a New Jersey limited liability company, and that he, as such officer, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of Reagents Holdings, LLC

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dawn K. Sweeny  
Notary Public



SCHEDULE 1

Patents

None

Trademarks

The logo for Reagents, featuring a stylized 'R' with a crown-like top and the word 'Reagents' in a serif font.

(Registration No. 4,798,862; published on August 25, 2015)

“The Chemical Specialist (Registration No. 4,650,649; registered on December 2, 2014)

Copyrights

None

Licenses

None

Domain Names

www.reagents.com

EXHIBIT A  
FORM OF ASSIGNMENT

BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT

F.N.B. CAPITAL PARTNERS, L.P.

By: F.N.B. CAPITAL PARTNERS, LLC  
Its: General Partner

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ASSIGNMENT

WHEREAS, REAGENTS HOLDINGS, LLC, a New Jersey limited liability company ("Pledgor") is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of November 2, 2015 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of F.N.B. CAPITAL PARTNERS, L.P., a Delaware limited partnership ("Lender"), pursuant to which Pledgor has granted to Note Purchaser a security interest in and contingent assignment of the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, its successors, transferees and assigns, all of its existing and future (a) patents, patent applications, patent licenses, technology licenses,

trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) any other proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Lender has elected to take actual title to the Collateral.

[Signature Page Follows]



SCHEDULE 1

Patents

None

Trademarks

 Reagents

(Registration No. 4,798,862; published on August 25, 2015)

“The Chemical Specialist (Registration No. 4,650,649; registered on December 2, 2014)

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Licenses

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Domain Names

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