

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHEATON INDUSTRIES, INC.		12/04/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FCB FIRMEN-CREDIT BANK GMBH
Street Address:	BOCKENHEIMER LANSTRASSE 51-53
City:	FRANKFURT AM MAIN
State/Country:	GERMANY
Postal Code:	60325
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	896009	CELSTIR
Registration Number:	4798479	CHROMATOGRAPHY WORLD
Registration Number:	2114039	CLEAN-PAK
Registration Number:	3985744	CRIMPENSTEIN
Registration Number:	3985741	CRYOELITE
Registration Number:	3985833	CRYOFILE
Registration Number:	859294	CRYULE
Registration Number:	3260798	E-Z EX-TRACTION
Registration Number:	1878499	E-Z SAMPLER
Registration Number:	2618073	E-Z VIAL
Registration Number:	1452971	GRAB SAMPLER
Registration Number:	3721682	INCREDIBLY EASY TO DO BUSINESS WITH
Registration Number:	3985896	KEEPIT
Registration Number:	3430315	LAB FILE
Registration Number:	1410248	MICRO-STIR
Registration Number:	3757269	M-T VIAL FILE
Registration Number:	3910878	OMNISPENSE
Registration Number:	3754499	OMNI-VIAL
Serial Number:	86758156	PIPET-PAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4001840	R2P
Registration Number:	1860801	SAFE-GRIND
Registration Number:	3754501	SAMPULE
Registration Number:	3408279	SCILUTIONS
Registration Number:	1576171	SHORTY VIAL
Registration Number:	1338979	STEP-PETTE
Registration Number:	1125938	THE WHEATON CONNECTION
Registration Number:	866340	UNI-DOSE
Registration Number:	1172035	UNISPENSE
Registration Number:	1600464	V VIAL
Registration Number:	859293	VACULE
Registration Number:	1598287	VIAL FILE
Registration Number:	3419394	W
Registration Number:	4124512	WHEATON
Registration Number:	1363042	WHEATON DRY SEAL
Registration Number:	1103791	WHEATON MICRO KIT
Registration Number:	4174267	WI

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	38971/4
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	12/10/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 4, 2015, by WHEATON INDUSTRIES, INC., a Delaware corporation (the “Pledgor”) in favor of FCB FIRMEN-CREDIT BANK GMBH, in its capacity as security agent pursuant to the Security Agreement referred to below (in such capacity, the “Security Agent”).

W I T N E S S E T H:

Whereas, the Pledgor is party to a Security Agreement dated as of December 4, 2015 (the “Security Agreement”) in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the Secured Obligations, the Pledgor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) the Trademarks of the Pledgor including those listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Security Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor, at the sole cost and expense of the Pledgor, an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

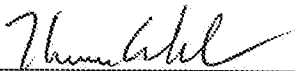
SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

Very truly yours,

WHEATON INDUSTRIES, INC.,

By: 

Name: Thomas Kohut

Title: Chief Financial Officer, Vice
President, Secretary and Treasurer

[Signature page to U.S. Trademark Security Agreement – Wheaton Industries]


TRADEMARK
REEL: 005685 FRAME: 0682

Accepted and Agreed:

FCB FIRMIEN-CREDIT BANK GMBH,
as Security Agent,

By:

Name:
Title:


Stromeslopp
Prox holder

W. Whitefeld
W. Whitefeld
General Manager

[Signature page to U.S. Trademark Security Agreement - Wheaton Industries]


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

OWNER	APPLICATION NUMBER / APPLICATION DATE	REGISTRATION NO. / REGISTRATION DATE	TRADEMARK
Wheaton Industries, Inc.	72342686 04-NOV-1969	0896009 04-AUG-1970	BIOPRO
Wheaton Industries, Inc.	86452213 12-NOV-2014	4798479 25-AUG-2015	BIOSTIR
Wheaton Industries, Inc.	75192774 01-NOV-1996	2114039 18-NOV-1997	CELL OPTIMIZER SYSTEM
Wheaton Industries, Inc.	85186472 29-NOV-2010	3985744 28-JUN-2011	CELLINE
Wheaton Industries, Inc.	85186453 29-NOV-2010	3985741 28-JUN-2011	CELSTIR
Wheaton Industries, Inc.	85197231 14-DEC-2010	3985833 28-JUN-2011	CHROMATOGRAPHY WORLD
Wheaton Industries, Inc.	72283482 26-OCT-1967	0859294 29-OCT-1968	CLEAN-PAK
Wheaton Industries, Inc.	78946418 07-AUG-2006	3260798 10-JUL-2007	CRIMPENSTEIN
Wheaton Industries, Inc.	74457242 09-NOV-1993	1878499 14-FEB-1995	CRYOELITE

Wheaton Industries, Inc.	76338371 16-NOV-2001	2618073 10-SEP-2002	CRYOFILE
Wheaton Industries, Inc.	73584334 24-FEB-1986	1452971 18-AUG-1987	CRYULE
Wheaton Industries, Inc.	77731631 07-MAY-2009	3721682 08-DEC-2009	E-Z EX-TRACTION
Wheaton Industries, Inc.	85221155 19-JAN-2011	3985896 28-JUN-2011	E-Z SAMPLER
Wheaton Industries, Inc.	77271568 05-SEP-2007	3430315 20-MAY-2008	E-Z VIAL
Wheaton Industries, Inc.	73584541 24-FEB-1986	1410248 23-SEP-1986	GRAB SAMPLER
Wheaton Industries, Inc.	77787156 22-JUL-2009	3757269 09-MAR-2010	INCREDIBLY EASY TO DO BUSINESS WITH
Wheaton Industries, Inc.	85058139 09-JUN-2010	3910878 25-JAN-2011	KEEPIT
Wheaton Industries, Inc.	77787228 22-JUL-2009	3754499 02-MAR-2010	LAB FILE
Wheaton Industries, Inc.	86758156 16-SEP-2015		MICRO-STIR
Wheaton Industries, Inc.	85186488 29-NOV-2010	4001840 26-JUL-2011	M-T VIAL FILE
Wheaton Industries, Inc.	74462528 23-NOV-1993	1860801 01-NOV-1994	OMNISPENSE
Wheaton Industries, Inc.	77787276 22-JUL-2009	3754501 02-MAR-2010	OMNI-VIAL

Wheaton Industries, Inc.	77182396 16-MAY-2007	3408279 08-APR-2008	PIPET-PAL
Wheaton Industries, Inc.	73796657 28-APR-1989	1576171 09-JAN-1990	R2P
Wheaton Industries, Inc.	73500266 20-SEP-1984	1338979 04-JUN-1985	SAFE-GRIND
Wheaton Industries, Inc.	73158308 10-FEB-1978	1125938 16-OCT-1979	SAMPULE
Wheaton Industries, Inc.	72282503 13-OCT-1967	0866340 11-MAR-1969	SCILUTIONS
Wheaton Industries, Inc.	73203122 08-FEB-1979	1172035 06-OCT-1981	SHORTY VIAL
Wheaton Industries, Inc.	73796602 28-APR-1989	1600464 12-JUN-1990	STEP-PETTE
Wheaton Industries, Inc.	72283481 26-OCT-1967	0859293 29-OCT-1968	THE WHEATON CONNECTION
Wheaton Industries, Inc.	73796625 28-APR-1989	1598287 29-MAY-1990	UNI-DOSE
Wheaton Industries, Inc.	77106339 13-FEB-2007	3419394 29-APR-2008	UNISPENSE
Wheaton Industries, Inc.	85310547 03-MAY-2011	4124512 10-APR-2012	V VIAL
Wheaton Industries, Inc.	73499742 17-SEP-1984	1363042 01-OCT-1985	VACULE
Wheaton Industries, Inc.	73136259 03-AUG-1977	1103791 10-OCT-1978	VIAL FILE

Wheaton Industries, Inc.	85385993 01-AUG-2011	4174267 17-JUL-2012	W 
Wheaton Industries, Inc.	72342686 04-NOV-1969	0896009 04-AUG-1970	WHEATON
Wheaton Industries, Inc.	86452213 12-NOV-2014	4798479 25-AUG-2015	WHEATON DRY SEAL
Wheaton Industries, Inc.	75192774 01-NOV-1996	2114039 18-NOV-1997	WHEATON MICRO KIT
Wheaton Industries, Inc.	85186472 29-NOV-2010	3985744 28-JUN-2011	WI 