

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICROLITER ANALYTICAL SUPPLIES, INC.		12/04/2015	CORPORATION: GEORGIA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3010138	µLPLATE	
Registration Number:	3010139	µLVIAL	
Registration Number:	2927309	MICROLITER	
Registration Number:	2927310	UL MICROLITER ANALYTICAL SUPPLIES, INC.	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	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: 5			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 4, 2015, by MICROLITER ANALYTICAL SUPPLIES, INC., a Georgia 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”).

WITNESSETH:

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 offer as of the date first set forth above.

Very truly yours,

**MICROLITER ANALYTICAL SUPPLIES,
INC.,**

By: 

Name: Thomas Kohut

Title: Chief Financial Officer, Vice

President, Secretary and Treasurer

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

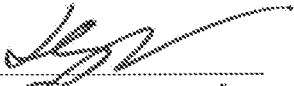
**TRADEMARK
REEL: 005686 FRAME: 0712**


Accepted and Agreed:

FCB FIRMEN-CREDIT BANK GMBH,
as Security Agent,

By:

Name:
Title:



Thomas Leybold
Proxymat


Klaus Witzfeld
General Manager

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

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
Microliter Analytical Supplies, Inc.	76581223 3/16/2004	3010138 11/1/2005	μLPLATE 
Microliter Analytical Supplies, Inc.	76581224 3/16/2004	3010139 11/1/2005	μLVIAL 
Microliter Analytical Supplies, Inc.	76532451 7/25/2003	2927309 2/22/2005	MICROLITER
Microliter Analytical Supplies, Inc.	76532452 7/25/2003	2927310 2/22/2005	UL MICROLITER ANALYTICAL SUPPLIES, INC. 