

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bioanalytical Systems, Inc.		04/27/2016	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	41 S. High Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2431031	CULEX	
Registration Number:	2905896	BASI	
Registration Number:	2870169	EMPIS	
CORRESPONDENCE DATA			
Fax Number:	6142272100		
<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:	6142272080		
Email:	ipdocket@porterwright.com		
Correspondent Name:	Belinda L. Reynolds		
Address Line 1:	41 S. High Street		
Address Line 2:	Suite 3100		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	0380001-204542		
NAME OF SUBMITTER:	Richard M. Mescher		
SIGNATURE:	/richard m. mescher/		
DATE SIGNED:	05/02/2016		
Total Attachments: 5			
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SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2016, by BIOANALYTICAL SYSTEMS, INC., an Indiana corporation (the "*Grantor*"), in favor of THE HUNTINGTON NATIONAL BANK ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 14, 2014 (as amended, modified or supplemented from time to time, including without limitation by that certain Forbearance Agreement and Second Amendment to Credit Agreement (the "*Forbearance Amendment*") dated of even date herewith, the "*Credit Agreement*") between Grantor and Lender, Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Security Agreement dated as of May 14, 2016 in favor of Lender (the "*Security Agreement*"); and

WHEREAS, pursuant to the Forbearance Agreement, the Grantor is required to execute and deliver this Short Form Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Forbearance Agreement and to induce Lender to continue to make extensions of credit to Grantor pursuant to the Credit Agreement, the Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement. As used herein, the following capitalized terms shall have the following meanings:

"*Trademark License*" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

"*Trademarks*" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, whether now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, in each case whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

Section 2. Grant of Security Interest in Trademark Collateral


The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby collaterally mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of such Grantor (the "*Trademark Collateral*");

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

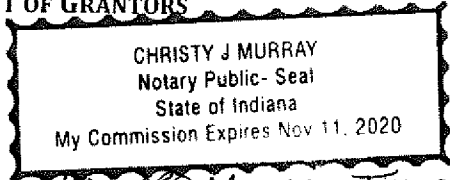
Very truly yours,
BIOANALYTICAL SYSTEMS, INC., an Indiana
corporation,
as Borrower and Grantor

By: *Jacqueline M. Lemke*
Name: Jacqueline M. Lemke
Title: President

ACCEPTED AND AGREED
as of the date first above written:
THE HUNTINGTON NATIONAL BANK

By: 
Name: *DOUGLAS HOWARD*
Title: *V.P.*

ACKNOWLEDGEMENT OF GRANTORS



STATE OF Indiana)
)
COUNTY OF Tippecanee) ss.

Christy J Murray, Tippecanee 4/27/16

On this 27th day of April, 2016, before me personally appeared Jacqueline M. Lemke, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BIOANALYTICAL SYSTEMS, INC., an Indiana corporation, who being by me duly sworn did depose and say that she is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that she acknowledged said instrument to be the free act and deed of said entity.

Christy J Murray
Notary Public

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

[SIGNATURE PAGES FOLLOW]

SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Registration Number	Registration Date	Mark Name	Registered To
2,431,031	2/27/2001	CULEX	Bioanalytical Systems, Inc.
2,905,896	11/30/2004	BASI	Bioanalytical Systems, Inc.
2,870,169	8/3/2004	EMPIS	Bioanalytical Systems, Inc.

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.

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