

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACE ANALYTICAL SERVICES, LLC		09/30/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, ADMINISTRATIVE AGENT		
Street Address:	150 South Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2760444	LABOPS DIVISION	
Registration Number:	1517650	PACE	
Registration Number:	2370194	PACE ANALYTICAL	
Registration Number:	4672638	PACE ANALYTICAL ENERGY SERVICES	
Registration Number:	3479264	PACE ANALYTICAL LIFE SCIENCES	
Serial Number:	87043805	PACE YOURSELF LEARNING	
Registration Number:	4956937	3RD PARTY TESTED BY PACE ANALYTICAL	
Registration Number:	4433243	P PACELABS EQUIP	
Registration Number:	3299333	PACEPORT	
Registration Number:	1914014	THE RIGHT CHEMISTRY, THE RIGHT SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		

OP \$265.00 2760444

Address Line 4:	New York, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	128995.252882
NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	09/30/2016
Total Attachments: 6 source=Pace - Golub - Trademark Security Agreement [EXECUTED]#page1.tif source=Pace - Golub - Trademark Security Agreement [EXECUTED]#page2.tif source=Pace - Golub - Trademark Security Agreement [EXECUTED]#page3.tif source=Pace - Golub - Trademark Security Agreement [EXECUTED]#page4.tif source=Pace - Golub - Trademark Security Agreement [EXECUTED]#page5.tif source=Pace - Golub - Trademark Security Agreement [EXECUTED]#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of September 30, 2016, by and among PACE ANALYTICAL SERVICES, LLC, a Minnesota limited liability company (“**Grantor**”), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent (“**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2016, by and among Grantor, the other Loan Parties party thereto from time to time, Administrative Agent and the other Lenders party thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to make Loans to Borrower;

WHEREAS, as a condition to the availability of the Loans and other financial accommodations under the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantor execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of September 30, 2016, by and among Grantor, the other Grantor party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Security Agreement and/or Credit Agreement, as applicable.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing first priority security interest in, and lien upon, all of such Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto together with any goodwill associated therewith, and all proceeds and products thereof.

SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission (including, “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[SIGNATURE PAGES FOLLOW]

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

PACE ANALYTICAL SERVICES, LLC

By: Michael R. Prusch

Name: Michael R. Prusch
Title: Treasurer

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005889 FRAME: 0728

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005889 FRAME: 0729

Schedule A

Registered Trademarks

Mark	Filing/Reg. Date	Serial/Reg. No.	Owner	Status/Next Action
LABOPS DIVISION	Filing Date 4/19/2001 Reg. Date 9/2/2003	Serial No. 76/243,630 Reg. No. 2,760,444	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Registered (Supplemental Register) Renewal due 9/2/2023
PACE	Filing Date 5/2/1988 Reg. Date 12/20/1988	Serial No. 73/726,142 Reg. No. 1,517,650	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Registered Renewal due 12/20/2018
PACE ANALYTICAL	Filing Date 11/19/1998 Reg. Date 7/25/2000	Serial No. 75/596,126 Reg. No. 2,370,194	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Registered Renewal due 7/25/2020
PACE ANALYTICAL ENERGY SERVICES	Filing Date 9/3/2013 Reg. Date 1/13/2015	Serial No. 86/054,392 Reg. No. 4,672,638	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Registered Declaration of Use due 1/13/2021
PACE ANALYTICAL LIFE SCIENCES	Filing Date 7/17/2007 Reg. Date 8/5/2008	Serial No. 77/231,935 Reg. No. 3,479,264	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Registered Renewal due 8/5/2018
PACE YOURSELF LEARNING	Filing Date 5/19/2016	Serial No. 87/043,805	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Pending
	Filing Date 1/22/2015 Reg. Date 5/10/2016	Serial No. 86/511,618 Reg. No. 4,956,937	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Registered (Certification) Declaration of Use due 5/10/2022
	Filing Date 2/28/2012 Reg. Date	Serial No. 85/555,027 Reg. No.	Pace Analytical Services, LLC (f/k/a Pace	Registered Declaration of Use due

Mark	Filing/Reg. Date	Serial/Reg. No.	Owner	Status/Next Action
	11/12/2013	4,433,243	Analytical Services, Inc.)	11/12/2019
PACEPORT	Filing Date 9/22/2005 Reg. Date 9/25/2007	Serial No. 78/718,208 Reg. No. 3,299,333	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Registered Renewal due 9/25/2017
THE RIGHT CHEMISTRY, THE RIGHT SOLUTION	Filing Date 9/22/1994 Reg. Date 8/22/1995	Serial No. 74/577,274 Reg. No. 1,914,014	Pace Analytical Services, LLC (f/k/a Pace Analytical Services, Inc.)	Registered Renewal due 8/22/2025