

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401890

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Science First LLC		10/13/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	New Canaan Funding Mezzanine VI GP, LLC
<b>Street Address:</b>	21 Locust Avenue
<b>Internal Address:</b>	Suite 21C
<b>City:</b>	New Canaan
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06840
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
<b>Serial Number:</b>	87108399	BECK
<b>Registration Number:</b>	1948545	TURTOX
<b>Registration Number:</b>	1907202	FIELDMASTER
<b>Registration Number:</b>	1988528	SHIPEK
<b>Registration Number:</b>	0701779	TRIPPENSEE
<b>Registration Number:</b>	0956472	WILDCO
<b>Registration Number:</b>	0981582	PONAR
<b>Registration Number:</b>	2703581	WILDLIFE SUPPLY COMPANY
<b>Registration Number:</b>	2969416	SCIENCE FIRST
<b>Registration Number:</b>	3467684	SKYSCOPE
<b>Registration Number:</b>	4698954	ELEMENTARY
<b>Registration Number:</b>	0803084	CLASSMATE
<b>Registration Number:</b>	1500367	THE SCIENCE SOURCE
<b>Registration Number:</b>	0809653	STACO
<b>Registration Number:</b>	1897492	LINX
<b>Registration Number:</b>	3723034	DAEDALON
<b>Registration Number:</b>	1197153	STARLAB

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2163634588*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:** 2163634677**Email:** trademark@beneschlaw.com**Correspondent Name:** Duncan H.Poirier**Address Line 1:** Benesch Friedlander Coplan & Aronoff LLP**Address Line 2:** 200 Public Square, Suite 2300**Address Line 4:** Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	38447.10
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier
<b>SIGNATURE:</b>	/Duncan H. Poirier/
<b>DATE SIGNED:</b>	10/13/2016

**Total Attachments: 7**

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FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

(TRADEMARKS – SCIENCE FIRST)

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2016, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of NEW CANAAN FUNDING MEZZANINE VI GP, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of October 13, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Note Purchase Agreement**”), by and among the Issuers, Holdings, the other Note Issuer Parties, and the Note Purchasers from time to time party thereto and New Canaan Funding Mezzanine VI GP, LLC, as Agent for the Note Purchasers, the Note Purchasers have severally agreed to purchase Notes of the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Issuers) has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), to grant a security interest in the Collateral as collateral security for the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Note Purchasers Agent to enter into the Note Purchase Agreement and to induce the Note Purchasers to purchase the Notes of the Issuers, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

(a) Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties 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**”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent 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.

Section 3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

SCIENCE FIRST LLC  
as Grantor

By:   
Name: Lawrence Shagrin  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

NEW CANAAN FUNDING MEZZANINE VI GP, LLC  
as Agent

By: New Canaan Funding Mezzanine, LLC, its sole  
and managing member

By: \_\_\_\_\_  
Name:  
Title:

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

SCIENCE FIRST LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

NEW CANAAN FUNDING MEZZANINE VI GP, LLC  
as Agent

By: New Canaan Funding Mezzanine, LLC, its sole  
and managing member

By: Brad Amos  
Name: Brad Amos  
Title: Managing Member

[Signature Page To Trademark Security Agreement -- Science First]



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Registered Trademarks**

<b>Owner</b>	<b>Registered Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>	<b>Country of Registration</b>
Science First LLC	TURTOX	1,948,545	January 16, 1996	U.S.
Science First LLC	FIELDMASTER	1,907,202	July 25, 1995	U.S.
Science First LLC	SHIPEK	1,988,528	July 23, 1996	U.S.
Science First LLC	TRIPPENSEE	701,779	July 26, 1960	U.S.
Science First LLC	WILDCO	956,472	April 3, 1973	U.S.
Science First LLC	PONAR	981,582	April 2, 1974	U.S.
Science First LLC	WILDLIFE SUPPLY COMPANY	2,703,581	April 8, 2003	U.S.
Science First LLC	SCIENCE FIRST	2,969,416	July 19, 2005	U.S.
Science First LLC	SKYSCOPE	3,467,684	July 15, 2008	U.S.
Science First LLC	ELEMENTARY	4,698,954	March 10, 2015	U.S.
Science First LLC	CLASSMATE	803,084	February 1, 1966	U.S.
Science First LLC	THE SCIENCE SOURCE	1,500,367	August 16, 1988	U.S.
Science First LLC	STACO	809,653	June 7, 1966	U.S.



Owner	Registered Trade mark	Registration Number	Date of Registration	Country of Registration
Science First LLC	LINX	1,897,492	June 6, 1995	U.S.
Science First LLC	DAEDALON	3,723,034	December 8, 2009	U.S.
Science First LLC	STARLAB	1,197,153	June 8, 1982	U.S.
Science First LLC	KB	TMA193,446	August 17, 1973	Canada
Science First LLC	PONAR	TMA631,316	January 27, 2005	Canada
Science First LLC	SHIPEK	TMA495,693	June 8, 1998	Canada
Science First LLC	WILD CO	TMA631,123	January 26, 2005	Canada
Science First LLC	WILDLIFE SUPPLY COMPANY	TMA631,871	February 2, 2005	Canada
Science First LLC	SCIENCE FIRST	TMA671,800	August 31, 2006	Canada

**Trademark Applications**

Owner	Trade mark	Application Number	Date of Filing	Country of Application
Science First LLC	BECK	87/108,399	July 19, 2016	U.S.