

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM404291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Instruments, LLC		10/31/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4999082	OSMOPRO	
Registration Number:	4426463	GLOCYTE	
Registration Number:	4382362	GLOCOUNT	
Registration Number:	3998321	A2O	
Registration Number:	1936740	AUTOPLATE	
Registration Number:	1603261	LACTROL	
Registration Number:	1548796	FLUOROPHOS	
Registration Number:	1557475	FLUOROYELLOW	
Registration Number:	2497004	Q COUNT	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 West Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-260		

CH \$240.00 4999082

NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/03/2016
Total Attachments: 6 source=Advanced Instruments Trademark Security Agreement#page1.tif source=Advanced Instruments Trademark Security Agreement#page2.tif source=Advanced Instruments Trademark Security Agreement#page3.tif source=Advanced Instruments Trademark Security Agreement#page4.tif source=Advanced Instruments Trademark Security Agreement#page5.tif source=Advanced Instruments Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2016 (this "Trademark Security Agreement"), is made by Advanced Instruments, LLC, a Delaware limited liability company (f/k/a Advanced Instruments Inc., a Massachusetts corporation) (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as the administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 31, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WCI-AI Acquisition, LLC, a Delaware limited liability company (the "Initial Borrower"; the Initial Borrower, together with its permitted assigns, including following the Closing Date Assumption (as defined in the Credit Agreement), Advanced Instruments, LLC, a Delaware limited liability company, the "Borrower"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Antares Capital, as the Administrative Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement dated as of October 31, 2016, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative 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 Trademarks and IP Licenses 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The 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 its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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 6. 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.

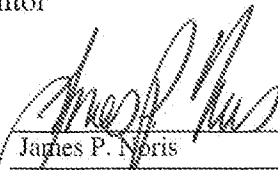
Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement, the exercise of any right or remedy by the Administrative Agent with respect thereto and certain rights of the Administrative Agent hereunder are subject to the terms of the Intercreditor Agreement, dated as of October 31, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between Antares Capital LP, as First Lien Agent, and U.S. Bank National Association, as Second

Lien Agent. In the event of a conflict between the terms of this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

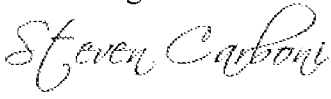
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADVANCED INSTRUMENTS, LLC,
as Grantor

By: 
Name: James P. Norris
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as the
Administrative Agent

By: 
Name: Steven Carboni
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

Title	Registration No.	Registration Date	Status
OSMOPRO	4999082	7/12/16	Registered
GLOCYTE	4426463	10/29/13	Registered
GLOCOUNT	4382362	8/13/13	Registered
A2O	3998321	7/13/11	Registered
AUTOPLATE	1936740	11/21/95	Renewed (Registered)
LACTROL	1603261	6/26/90	Renewed (Registered)
FLUOROPHOS	1548796	7/25/89	Renewed (Registered)
FLUOROYELLOW	1557475	9/26/89	Renewed (Registered)
Q COUNT	2497004	10/9/01	Renewed (Registered)

II. TRADEMARK APPLICATIONS

None.

III. IP LICENSES

None.