

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envigo Holding I, Inc.		12/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Liquidity Facility Collateral Agent		
Street Address:	50 South Sixth Street, Suite 209		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4880586	SHRN	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	12/20/2016		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Envigo Holding I, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 19, 2016

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Wilmington Trust, National Association, as

Name: Liquidity Facility Collateral Agent

Street Address: 50 South Sixth Street, Suite 209

City: Minneapolis

State: MN

Country: USA Zip: 55402

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

4880586

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 19, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2016 (this "Agreement"), is made by the entities identified as grantors on the signature page hereto (collectively, the "Grantors") in favor of Wilmington Trust, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Liquidity Facility Collateral Agent").

WHEREAS, the Grantors are party to that certain Second Lien U.S. Pledge and Security Agreement dated as of April 29, 2014 (as such agreement may be amended, restated or supplemented from time to time, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Liquidity Facility Collateral Agent pursuant to which the Grantors, among other things, granted a security interest to the Liquidity Facility Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Liquidity Facility Collateral Agent as follows:

SECTION 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Liquidity Facility Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks, in each case whether now owned or existing or hereafter acquired, created or arising in which such Grantor now has or hereafter acquires an interest and wherever located, including the registrations and applications therefor listed in Schedule A attached hereto (collectively, the "Trademark Collateral").

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any applications for Trademarks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to, and accepted by, the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d), solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such application under applicable federal law, and any other exclusions under Section 2.2 of the Pledge and Security Agreement.

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Liquidity Facility Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Liquidity Facility Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile, pdf file or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Intercreditor Agreements.

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Liquidity Facility Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Liquidity Facility Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, so long as such Intercreditor Agreement does not violate the terms of the Credit Agreement the terms of such Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

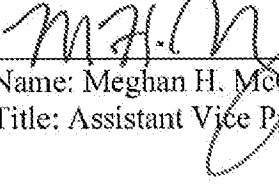
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENVIGO HOLDING I, INC.

By: 
Name: Mark Bib
Title: Secretary and General Counsel

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Liquidity Facility Collateral Agent

By: 
Name: Meghan H. McCauley
Title: Assistant Vice President

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Database	Trademark	Status	Application Number Application Date	Registration Number Registration Date
Envigo Holding I, INC.	U.S. Federal	SHRN	Registered	86639304 5/22/2015	4880586 1/5/2016