

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VECTOR LABORATORIES, INC.		09/15/2016	Corporation: CALIFORNIA
TRILINK BIOTECHNOLOGIES, LLC		09/15/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, AS AGENT
Street Address:	191 NORTH WACKER DRIVE, 30TH FLOOR
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:	2006391	ELITE
Registration Number:	1426136	PHOTOPROBE
Registration Number:	1635200	V!
Registration Number:	1755996	VECTASHIELD
Registration Number:	1220471	VECTASTAIN
Registration Number:	1259009	VECTOR
Registration Number:	1542135	VECTREX
Registration Number:	3875999	
Serial Number:	86474682	THE MODIFIED NUCLEIC ACID EXPERTS
Serial Number:	87127506	OLIGOBUILDER

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

CH \$265.00 2006391

Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 342663-141

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 02/16/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2016, is made by Vector Laboratories, Inc., a California corporation ("Vector") and TriLink BioTechnologies, LLC, a Delaware limited liability company ("TriLink", together with Vector, collectively, the "Grantors", and each individually, a "Grantor"), in favor of NXT Capital, LLC ("NXT"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of September 15, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, Ultimate Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and NXT, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of September 15, 2016, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the 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. 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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, including, without limitation, those referred to on Schedule 1 hereto and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark;

- (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 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. 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 Trademark, IP Licenses and the Closing Date License 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.

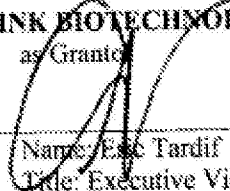
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of Page Intentionally Left Blank; 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.

Very truly yours,

TRILINK BIOTECHNOLOGIES, LLC,
as Grantor

By: 
Name: Eric Tardif
Title: Executive Vice President

VECTOR LABORATORIES, INC.,
as Grantor

By: 
Name: Eric Tardif
Title: Executive Vice President

ACCEPTED AND AGREED
as of the date first above written:

NXT CAPITAL, LLC,
as Agent

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005990 FRAME: 0511

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.

Very truly yours,

TRILINK BIOTECHNOLOGIES, LLC,
as Grantor


By: _____
Name:
Title:

VECTOR LABORATORIES, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

NXT CAPITAL, LLC,
as Agent

By:  _____
Name: Joseph F. Scavone
Title: Vice President


TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005990 FRAME: 0512

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Application Serial Number	Registration Number	Registration/ Issue	Mark	Owner/ Assignee
75029241	2006391	10/8/1996	Elite	Vector Laboratories, Inc.
73556784	1426136	1/27/1987	Photoprobe	Vector Laboratories, Inc.
74053329	1635200	2/19/1991	V! and Design	Vector Laboratories, Inc.
74234103	1755996	3/2/1993	Vectashield	Vector Laboratories, Inc.
73297341	1220471	12/21/1982	Vectastain	Vector Laboratories, Inc.
73375493	1259009	11/29/1983	Vector	Vector Laboratories, Inc.
73730484	1542135	6/6/1989	Vectrex	Vector Laboratories, Inc.
77925088	3875999	11/16/2010	Design Only 	TriLink BioTechnologies, LLC

TRADEMARK APPLICATIONS

Application Serial Number	Filing Date	Mark	Owner/ Assignee
86474682	12/8/2014	THE MODIFIED NUCLEIC ACID EXPERTS	TriLink BioTechnologies, LLC
87128506 87127506	8/4/2016	OLIGOBUILDER	TriLink BioTechnologies, LLC