

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUSINESS RESTRUCTURING GMBH	FORMERLY FCB FIRMEN-CREDIT BANK GMBH	02/23/2017	Limited Liability Company: GERMANY
RECEIVING PARTY DATA			
Name:	WHEATON INDUSTRIES, INC.		
Street Address:	1501 N. 10TH STREET		
City:	MILLVILLE		
State/Country:	NEW JERSEY		
Postal Code:	08332		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	896009	CELSTIR	
Registration Number:	4798479	CHROMATOGRAPHY WORLD	
Registration Number:	2114039	CLEAN-PAK	
Registration Number:	3985744	CRIMPENSTEIN	
Registration Number:	3985741	CRYOELITE	
Registration Number:	3985833	CRYOFILE	
Registration Number:	859294	CRYULE	
Registration Number:	3260798	E-Z EX-TRACTION	
Registration Number:	1878499	E-Z SAMPLER	
Registration Number:	2618073	E-Z VIAL	
Registration Number:	1452971	GRAB SAMPLER	
Registration Number:	3721682	INCREDIBLY EASY TO DO BUSINESS WITH	
Registration Number:	3985896	KEEPIT	
Registration Number:	3430315	LAB FILE	
Registration Number:	1410248	MICRO-STIR	
Registration Number:	3757269	M-T VIAL FILE	
Registration Number:	3910878	OMNISPENSE	
Registration Number:	3754499	OMNI-VIAL	

CH \$915.00 896009

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86758156	PIPET-PAL
Registration Number:	4001840	R2P
Registration Number:	1860801	SAFE-GRIND
Registration Number:	3754501	SAMPULE
Registration Number:	3408279	SCILUTIONS
Registration Number:	1576171	SHORTY VIAL
Registration Number:	1338979	STEP-PETTE
Registration Number:	1125938	THE WHEATON CONNECTION
Registration Number:	866340	UNI-DOSE
Registration Number:	1172035	UNISPENSE
Registration Number:	1600464	V VIAL
Registration Number:	859293	VACULE
Registration Number:	1598287	VIAL FILE
Registration Number:	3419394	W
Registration Number:	4124512	WHEATON
Registration Number:	1363042	WHEATON DRY SEAL
Registration Number:	1103791	WHEATON MICRO KIT
Registration Number:	4174267	WI

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	38971-9
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	03/02/2017

Total Attachments: 5

source=0 - FCB Trademark Security Agmt Release (Wheaton)#page1.tif
source=0 - FCB Trademark Security Agmt Release (Wheaton)#page2.tif
source=0 - FCB Trademark Security Agmt Release (Wheaton)#page3.tif
source=0 - FCB Trademark Security Agmt Release (Wheaton)#page4.tif
source=0 - FCB Trademark Security Agmt Release (Wheaton)#page5.tif

TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “Release”) is made effective as of February 23, 2017, by BUSINESS RESTRUCTURING GMBH (formerly known as FCB Firmen Credit-Bank GmbH), in its capacity as security agent pursuant to the Security Agreement referred to below (in such capacity, the “Security Agent”), in favor of WHEATON INDUSTRIES, INC., a Delaware corporation (the “Pledgor”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of December 4, 2015 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “Security Agreement”), pursuant to which the Pledgor was required to execute and deliver the Trademark Security Agreement (as defined below);

WHEREAS, pursuant to such Security Agreement, the Pledgor entered into that certain Trademark Security Agreement, dated as of December 4, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), whereby the Pledgor pledged and granted to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to certain Pledged Collateral of the Pledgor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 10, 2015 at Reel 5685 and Frame 0678; and

WHEREAS, in accordance with the provisions of the Trademark Security Agreement, the Security Agent now desires to release its lien on and security interest in and to such Pledged Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Security Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Trademark Security Agreement.

SECTION 2. Release of the Grant of Security Interest in Trademark Collateral. The Security Agent hereby releases to the Pledgor its lien on and security interest in and to (a) the Trademarks of the Pledgor, including without limitation those listed on Schedule I attached hereto, (b) all Goodwill associated with such Trademarks, and (c) the Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Recordation. The Security Agent hereby authorizes and requests the Pledgor or the Pledgor’s authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable government agency or office.


SECTION 4. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts. Delivery of an executed signature page to this Release by facsimile transmission or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually signed counterpart of this Release.


SECTION 5. Applicable Law. This Release shall be construed in accordance with and governed by the laws of the State of New York without regard to its conflict of laws principles.

[Signature page follows]

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

BUSINESS RESTRUCTURING GMBH
(formerly known as FCB Firmen
Credit-Bank GmbH), as Security Agent

By: 
Name: Thomas Lejbold
Title: Prozessor

By: 
Name: Ulas Whitfeld
Title: General Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT RELEASE
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

OWNER	APPLICATION NUMBER / APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE	TRADEMARK
Wheaton Industries, Inc.	72342686 04-NOV-1969	0896009 04-AUG-1970	BIOPRO
Wheaton Industries, Inc.	86452213 12-NOV-2014	4798479 25-AUG-2015	BIOSTIR
Wheaton Industries, Inc.	75192774 01-NOV-1996	2114039 18-NOV-1997	CELL OPTIMIZER SYSTEM
Wheaton Industries, Inc.	85186472 29-NOV-2010	3985744 28-JUN-2011	CELLINE
Wheaton Industries, Inc.	85186453 29-NOV-2010	3985741 28-JUN-2011	CELSIR
Wheaton Industries, Inc.	85197231 14-DEC-2010	3985833 28-JUN-2011	CHROMATOGRAPHY WORLD
Wheaton Industries, Inc.	72283482 26-OCT-1967	0859294 29-OCT-1968	CLEAN-PAK
Wheaton Industries, Inc.	78946418 07-AUG-2006	3260798 10-JUL-2007	CRIMPENSTEIN
Wheaton Industries, Inc.	74457242 09-NOV-1993	1878499 14-FEB-1995	CRYOELITE
Wheaton Industries, Inc.	76338371 16-NOV-2001	2618073 10-SEP-2002	CRYOFILE
Wheaton Industries, Inc.	73584334 24-FEB-1986	1452971 18-AUG-1987	CRYULE
Wheaton Industries, Inc.	77731631 07-MAY-2009	3721682 08-DEC-2009	E-Z EX-TRACTION
Wheaton Industries, Inc.	85221155 19-JAN-2011	3985896 28-JUN-2011	E-Z SAMPLER
Wheaton Industries, Inc.	77271568 05-SEP-2007	3430315 20-MAY-2008	E-Z VIAL
Wheaton Industries, Inc.	73584541 24-FEB-1986	1410248 23-SEP-1986	GRAB SAMPLER
Wheaton Industries, Inc.	77787156 22-JUL-2009	3757269 09-MAR-2010	INCREDIBLY EASY TO DO BUSINESS WITH
Wheaton Industries, Inc.	85058139 09-JUN-2010	3910878 25-JAN-2011	KEEPIT
Wheaton Industries, Inc.	77787228 22-JUL-2009	3754499 02-MAR-2010	LAB FILE

Wheaton Industries, Inc.	86758156 16-SEP-2015		MICRO-STIR
Wheaton Industries, Inc.	85186488 29-NOV-2010	4001840 26-JUL-2011	M-T VIAL FILE
Wheaton Industries, Inc.	74462528 23-NOV-1993	1860801 01-NOV-1994	OMNISPENSE
Wheaton Industries, Inc.	77787276 22-JUL-2009	3754501 02-MAR-2010	OMNI-VIAL
Wheaton Industries, Inc.	77182396 16-MAY-2007	3408279 08-APR-2008	PIPET-PAL
Wheaton Industries, Inc.	73796657 28-APR-1989	1576171 09-JAN-1990	R2P
Wheaton Industries, Inc.	73500266 20-SEP-1984	1338979 04-JUN-1985	SAFE-GRIND
Wheaton Industries, Inc.	73158308 10-FEB-1978	1125938 16-OCT-1979	SAMPULE
Wheaton Industries, Inc.	72282503 13-OCT-1967	0866340 11-MAR-1969	SCILUTIONS
Wheaton Industries, Inc.	73203122 08-FEB-1979	1172035 06-OCT-1981	SHORTY VIAL
Wheaton Industries, Inc.	73796602 28-APR-1989	1600464 12-JUN-1990	STEP-PETTE
Wheaton Industries, Inc.	72283481 26-OCT-1967	0859293 29-OCT-1968	THE WHEATON CONNECTION
Wheaton Industries, Inc.	73796625 28-APR-1989	1598287 29-MAY-1990	UNI-DOSE
Wheaton Industries, Inc.	77106339 13-FEB-2007	3419394 29-APR-2008	UNISPENSE
Wheaton Industries, Inc.	85310547 03-MAY-2011	4124512 10-APR-2012	V VIAL
Wheaton Industries, Inc.	73499742 17-SEP-1984	1363042 01-OCT-1985	VACULE
Wheaton Industries, Inc.	73136259 03-AUG-1977	1103791 10-OCT-1978	VIAL FILE
Wheaton Industries, Inc.	85385993 01-AUG-2011	4174267 17-JUL-2012	W 
Wheaton Industries, Inc.	72342686 04-NOV-1969	0896009 04-AUG-1970	WHEATON
Wheaton Industries, Inc.	86452213 12-NOV-2014	4798479 25-AUG-2015	WHEATON DRY SEAL
Wheaton Industries, Inc.	75192774 01-NOV-1996	2114039 18-NOV-1997	WHEATON MICRO KIT
Wheaton Industries, Inc.	85186472 29-NOV-2010	3985744 28-JUN-2011	WI 