

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHEATON INDUSTRIES, INC.		02/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS TRUST CORPORATION LIMITED		
Street Address:	45 LUDGATE HILL		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	ECAM7JU		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	3010138	µLPLATE	
Registration Number:	3010139	µLVIAL	
Registration Number:	2927309	MICROLITER	
Registration Number:	2927310	UL MICROLITER ANALYTICAL SUPPLIES, INC.	
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:	3985896	KEEPIT	
Registration Number:	3430315	LAB FILE	
Registration Number:	1410248	MICRO-STIR	
Registration Number:	3757269	M-T VIAL FILE	
TRADEMARK			

CH \$990.00 3010138

Property Type	Number	Word Mark
Registration Number:	3910878	OMNISPENSE
Registration Number:	3754499	OMNI-VIAL
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

NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	03/02/2017

Total Attachments: 7

source=0 - Angel Trademark Security Agreement (Wheaton)#page1.tif

source=0 - Angel Trademark Security Agreement (Wheaton)#page2.tif

source=0 - Angel Trademark Security Agreement (Wheaton)#page3.tif

source=0 - Angel Trademark Security Agreement (Wheaton)#page4.tif

source=0 - Angel Trademark Security Agreement (Wheaton)#page5.tif

source=0 - Angel Trademark Security Agreement (Wheaton)#page6.tif

source=0 - Angel Trademark Security Agreement (Wheaton)#page7.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 23, 2017, by WHEATON INDUSTRIES, INC. (the “Pledgor”), in favor of GLAS TRUST CORPORATION LIMITED, in its capacity as security agent pursuant to the Security Agreement referred to below (in such capacity, and together with any permitted successors in such capacity, the “Security Agent”).

WITNESSETH:

Whereas, the Pledgor is a party to a Security Agreement dated as of December 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the Secured Obligations, the Pledgor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) the Trademarks of the Pledgor including those listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Security Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor, at the sole cost and expense of the Pledgor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

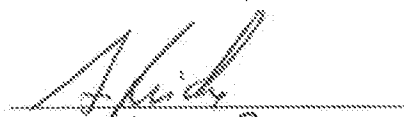
[Signature pages follow]

IN WITNESS WHEREOF, the Pledgor 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,

WHEATON INDUSTRIES, INC.

By:


Name: ARMIN REICHE
Title: VICE PRESIDENT

Trademark Security Agreement

TRADEMARK
REEL: 006001 FRAME: 0078

Accepted and Agreed:

GLAS TRUST CORPORATION LIMITED,
as Security Agent

By: Estela F. Landro

Name: Estela Landro
Title: Transaction Manager

Trademark Security Agreement

TRADEMARK
REEL: 006001 FRAME: 0079

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

OWNER	APPLICATION NUMBER / APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE	TRADEMARK
Wheaton Industries, Inc.	76581223 16-MAR-2004	3010138 01-NOV-2005	μLPLATE
Wheaton Industries, Inc.	76581224 16-MAR-2004	3010139 01-NOV-2005	μLVIAL
Wheaton Industries, Inc.	76532451 25-JUL-2003	2927309 22-FEB-2005	MICROLITER
Wheaton Industries, Inc.	76532452 25-JUL-2003	2927310 22-FEB-2005	UL MICROLITER ANALYTICAL SUPPLIES, INC.
Wheaton Industries, Inc.	72342686 04-NOV-1969	0896009 04-AUG-1970	CELSTIR
Wheaton Industries, Inc.	86452213 12-NOV-2014	4798479 25-AUG-2015	CHROMATOGRAPHY WORLD
Wheaton Industries, Inc.	75192774 01-NOV-1996	2114039 18-NOV-1997	CLEAN-PAK
Wheaton Industries, Inc.	85186472 29-NOV-2010	3985744 28-JUN-2011	CRIMPENSTEIN
Wheaton Industries, Inc.	85186453 29-NOV-2010	3985741 28-JUN-2011	CRYOELITE
Wheaton Industries, Inc.	85197231 14-DEC-2010	3985833 28-JUN-2011	CRYOFILE
Wheaton Industries, Inc.	72283482 26-OCT-1967	0859294 29-OCT-1968	CRYULE
Wheaton Industries, Inc.	78946418 07-AUG-2006	3260798 10-JUL-2007	E-Z EX-TRACTION
Wheaton Industries, Inc.	74457242 09-NOV-1993	1878499 14-FEB-1995	E-Z SAMPLER
Wheaton Industries, Inc.	76338371 16-NOV-2001	2618073 10-SEP-2002	E-Z VIAL
Wheaton Industries, Inc.	73584334 24-FEB-1986	1452971 18-AUG-1987	GRAB SAMPLER
Wheaton Industries, Inc.	85221155 19-JAN-2011	3985896 28-JUN-2011	KEEPIT
Wheaton Industries, Inc.	77271568 05-SEP-2007	3430315 20-MAY-2008	LAB FILE
Wheaton Industries, Inc.	73584541 24-FEB-1986	1410248 23-SEP-1986	MICRO-STIR

Wheaton Industries, Inc.	77787156 22-JUL-2009	3757269 09-MAR-2010	M-T VIAL FILE
Wheaton Industries, Inc.	85058139 09-JUN-2010	3910878 25-JAN-2011	OMNISPENSE
Wheaton Industries, Inc.	77787228 22-JUL-2009	3754499 02-MAR-2010	OMNI-VIAL
Wheaton Industries, Inc.	86758156 16-SEP-2015		PIPET-PAL
Wheaton Industries, Inc.	85186488 29-NOV-2010	4001840 26-JUL-2011	R2P
Wheaton Industries, Inc.	74462528 23-NOV-1993	1860801 01-NOV-1994	SAFE-GRIND
Wheaton Industries, Inc.	77787276 22-JUL-2009	3754501 02-MAR-2010	SAMPULE
Wheaton Industries, Inc.	77182396 16-MAY-2007	3408279 08-APR-2008	SCILUTIONS
Wheaton Industries, Inc.	73796657 28-APR-1989	1576171 09-JAN-1990	SHORTY VIAL
Wheaton Industries, Inc.	73500266 20-SEP-1984	1338979 04-JUN-1985	STEP-PETTE
Wheaton Industries, Inc.	73158308 10-FEB-1978	1125938 16-OCT-1979	THE WHEATON CONNECTION
Wheaton Industries, Inc.	72282503 13-OCT-1967	0866340 11-MAR-1969	UNI-DOSE
Wheaton Industries, Inc.	73203122 08-FEB-1979	1172035 06-OCT-1981	UNISPENSE
Wheaton Industries, Inc.	73796602 28-APR-1989	1600464 12-JUN-1990	V VIAL
Wheaton Industries, Inc.	72283481 26-OCT-1967	0859293 29-OCT-1968	VACULE
Wheaton Industries, Inc.	73796625 28-APR-1989	1598287 29-MAY-1990	VIAL FILE
Wheaton Industries, Inc.	77106339 13-FEB-2007	3419394 29-APR-2008	W 
Wheaton Industries, Inc.	85310547 03-MAY-2011	4124512 10-APR-2012	WHEATON
Wheaton Industries, Inc.	73499742 17-SEP-1984	1363042 01-OCT-1985	WHEATON DRY SEAL
Wheaton Industries, Inc.	73136259 03-AUG-1977	1103791 10-OCT-1978	WHEATON MICRO KIT
Wheaton Industries, Inc.	85385993 01-AUG-2011	4174267 17-JUL-2012	

