

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cole-Parmer Instrument Company LLC		03/21/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Ave., 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 77			
Property Type	Number	Word Mark	
Registration Number:	1882815	ACCUCAL	
Registration Number:	2307462	ACORN	
Registration Number:	2216603	AIR ADMIRAL	
Registration Number:	1065186	AIR CADET	
Registration Number:	2148067	B/T	
Registration Number:	3336800	BIOCONNECT	
Registration Number:	2023981	C/L	
Registration Number:	2815448	CALIMAT	
Registration Number:	4801022	CATALYST	
Registration Number:	4801035	CATALYST	
Registration Number:	3224646	CHEM-DURANCE	
Registration Number:	1344114	COLE-PARMER	
Registration Number:	1400994	COLE-PARMER	
Registration Number:	3023111	COLE-PARMER	
Registration Number:	2222515	COMPULAB	
Registration Number:	2994653	CP	
Registration Number:	3010846	CP	
Registration Number:	1401944	CP	
Serial Number:	86163371	D	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86163369	D DIGI-SENSE
Registration Number:	4420460	DAVIS INSTRUMENTS
Registration Number:	1158965	CHEMPETTE
Registration Number:	1053576	DIGI-SENSE
Registration Number:	4608151	DIGI-SENSE
Serial Number:	86048309	DIGI-SENSE
Registration Number:	2109706	DUAL J-T-E-K
Registration Number:	2105849	DUALOGR
Registration Number:	3329413	E/S
Registration Number:	1648479	EASY-LOAD
Registration Number:	3352279	ECTESTR
Registration Number:	3783441	FLOWMASTER
Registration Number:	2290483	FOODTECH SOURCE
Registration Number:	1173981	GILMONT
Registration Number:	2084577	I/P
Registration Number:	1925245	INFRAPRO
Registration Number:	2825951	INNOCAL
Registration Number:	2879337	INNOCAL
Registration Number:	4517096	INNOTRAK
Registration Number:	4698181	INNOTRAK
Registration Number:	4301453	ISMATEC
Registration Number:	0923201	JIFFY-JACK
Registration Number:	2115004	L/S
Registration Number:	3311916	LABGEN
Registration Number:	1923485	LIQUI-SENSE
Registration Number:	1052318	MANOSTAT
Registration Number:	0828794	MASTERFLEX
Registration Number:	1398521	MASTERFLEX
Registration Number:	3586480	MASTERFLEX
Registration Number:	3390129	MICROFLEX
Registration Number:	4577562	MINIFLEX
Registration Number:	1692543	OAKTON
Registration Number:	2195176	ORPTESTR
Registration Number:	3486377	PERFECTPOSITION
Registration Number:	2422829	PHTESTR
Registration Number:	1440496	POLYSTAT
Registration Number:	3195835	PREFERRED SOLUTIONS
Registration Number:	1942787	PRESTON

Property Type	Number	Word Mark
Registration Number:	1836653	PRO-SPENSE
Registration Number:	4185079	PROVEN. PRECISE. PERSONAL.
Registration Number:	1735566	RAPID-LOAD
Registration Number:	3433973	SALTTESTR
Registration Number:	2530847	SETTING THE STANDARD, AGAIN AND AGAIN
Registration Number:	1944113	SIMON
Registration Number:	2426184	SINGLES
Registration Number:	3607338	SOLVE-FLEX
Registration Number:	2296874	STABLETEMP
Registration Number:	5102706	STABLETEMP
Serial Number:	86942661	STABLEWEIGH
Serial Number:	87351271	STERICLEAN
Registration Number:	1019887	STIR-PAK
Registration Number:	3332047	SYMMETRY
Registration Number:	2434682	TDSTESTR
Registration Number:	1757576	TEMPTESTR
Serial Number:	87329109	THINTOUCH
Serial Number:	87352844	THINTOUCHPROTECT
Serial Number:	87333883	ULTIMATECUP
Registration Number:	1944118	VERA

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Michael Barys/

DATE SIGNED: 03/28/2017

Total Attachments: 8

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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):

Cole-Parmer Instrument Company LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-IL _____
- 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) March 21, 2017

- 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

Name: Jefferies Finance LLC, as Collateral Agent

Street Address: 520 Madison Ave., 19th Floor

City: New York

State: NY

Country: USA Zip: 10022

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

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

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

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:

77

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

Elaine Carrera

Name of Person Signing

March 22, 2017

Date

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail 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 (this "Trademark Security Agreement") is entered into as of March 21, 2017, by and among **COLE-PARMER INSTRUMENT COMPANY LLC** ("Grantor") and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of March 21, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, Grantor hereby agrees with the Collateral 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. Grantor hereby pledges and grants to the Collateral 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 the Trademarks of Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

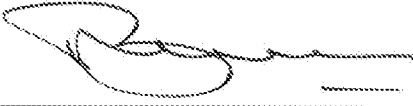
SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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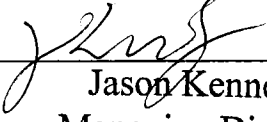
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**COLE-PARMER INSTRUMENT COMPANY
LLC**

By: 
Name: Bernd Brust
Title: President and Chief Executive Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
ACCUCAL	74,231,168	1,882,815	Cole-Parmer Instrument Company LLC
ACORN	75,590,099	2,307,462	Cole-Parmer Instrument Company LLC
AIR ADMIRAL	75,010,321	2,216,603	Cole-Parmer Instrument Company LLC
AIR CADET	73,090,738	1,065,186	Cole-Parmer Instrument Company LLC
B/T	74,717,489	2,148,067	Cole-Parmer Instrument Company LLC
BIOCONNECT	78,808,022	3,336,800	Cole-Parmer Instrument Company LLC
C/L	75,049,370	2,023,981	Cole-Parmer Instrument Company LLC
CALI MAT	76,337,022	2,815,448	Cole-Parmer Instrument Company LLC
CATALYST	86,367,191	4,801,022	Cole-Parmer Instrument Company LLC
CATALYST & DESIGN	86,369,843	4,801,035	Cole-Parmer Instrument Company LLC
CHEM-DURANCE	78,831,249	3,224,646	Cole-Parmer Instrument Company LLC
CHEMPETTE	73,249,160	1,158,965	Cole-Parmer Instrument Company LLC
COLE-PARMER	73,510,152	1,344,114	Cole-Parmer Instrument Company LLC
COLE-PARMER	73,565,043	1,400,994	Cole-Parmer Instrument Company LLC
COLE-PARMER	78,398,669	3,023,111	Cole-Parmer Instrument Company LLC
COMPULAB	75,374,003	2,222,515	Cole-Parmer Instrument Company LLC
CP	78,398,713	2,994,653	Cole-Parmer Instrument Company LLC
CP & DESIGN	78,398,656	3,010,846	Cole-Parmer Instrument Company LLC
CP & DESIGN	73,566,450	1,401,944	Cole-Parmer Instrument Company LLC
D & DESIGN	86,163,371		Cole-Parmer Instrument Company LLC
D DIGI-SENSE & DESIGN	86,163,369		Cole-Parmer Instrument Company LLC
DAVIS INSTRUMENTS	85,329,964	4,420,460	Cole-Parmer Instrument Company LLC

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
& DESIGN			
DIGI-SENSE	73,084,459	1,053,576	Cole-Parmer Instrument Company LLC
DIGI-SENSE	85,970,879	4,608,151	Cole-Parmer Instrument Company LLC
DIGI-SENSE	86,048,309		Cole-Parmer Instrument Company LLC
DUAL J-T-E-K	75,040,917	2,109,706	Cole-Parmer Instrument Company LLC
DUALOGR	75,040,923	2,105,849	Cole-Parmer Instrument Company LLC
E/S	78,928,072	3,329,413	Cole-Parmer Instrument Company LLC
EASY-LOAD	74,036,257	1,648,479	Cole-Parmer Instrument Company LLC
ECTESTR	78,928,031	3,352,279	Cole-Parmer Instrument Company LLC
FLOWMASTER	77,700,194	3,783,441	Cole-Parmer Instrument Company LLC
FOODTECH SOURCE	75,371,776	2,290,483	Cole-Parmer Instrument Company LLC
GILMONT	73,245,844	1,173,981	Cole-Parmer Instrument Company LLC
I/P	74,697,469	2,084,577	Cole-Parmer Instrument Company LLC
INFRAPRO	74,586,257	1,925,245	Cole-Parmer Instrument Company LLC
INNOCAL	76,404,376	2,825,951	Cole-Parmer Instrument Company LLC
INNOCAL& DESIGN	78,242,169	2,879,337	Cole-Parmer Instrument Company LLC
INNOTRAK	85,843,804	4,517,096	Cole-Parmer Instrument Company LLC
INNOTRAK	86,143,347	4,698,181	Cole-Parmer Instrument Company
ISMATEC	85,710,924	4,301,453	Cole-Parmer Instrument Company LLC
JIFFY-JACK	72,371,202	923,201	Cole-Parmer Instrument Company LLC
L/S	74,695,432	2,115,004	Cole-Parmer Instrument Company LLC
LABGEN	78,801,117	3,311,916	Cole-Parmer Instrument Company LLC
LIQUI-SENSE	74,583,584	1,923,485	Cole-Parmer Instrument Company LLC
MANOSTAT	73,074,041	1,052,318	Cole-Parmer Instrument Company LLC
MASTERFLEX	72,242,217	828,794	Cole-Parmer Instrument Company LLC
MASTERFLEX	73,544,135	1,398,521	Cole-Parmer Instrument Company LLC
MASTERFLEX	77,533,949	3,586,480	Cole-Parmer Instrument Company LLC
MICROFLEX	78,905,613	3,390,129	Cole-Parmer Instrument Company LLC
MINIFLEX	86,068,249	4,577,562	Cole-Parmer Instrument Company LLC
OAKTON	74,045,703	1,692,543	Cole-Parmer Instrument Company LLC
ORPTESTR	75,305,036	2,195,176	Cole-Parmer Instrument Company LLC
PERFECTPOSITION	78,836,735	3,486,377	Cole-Parmer Instrument Company LLC
PHTESTR	75,722,880	2,422,829	Cole-Parmer Instrument Company LLC

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
POLYSTAT	73,596,262	1,440,496	Cole-Parmer Instrument Company LLC
PREFERRED SOLUTIONS	78,652,394	3,195,835	Cole-Parmer Instrument Company LLC
PRESTON	74,623,902	1,942,787	Cole-Parmer Instrument Company LLC
PRO-SPENSE	74,415,930	1,836,653	Cole-Parmer Instrument Company LLC
PROVEN. PRECISE. PERSONAL.	85,328,948	4,185,079	Cole-Parmer Instrument Company LLC
RAPID-LOAD	74,086,648	1,735,566	Cole-Parmer Instrument Company LLC
SALTTESTR	77,098,647	3,433,973	Cole-Parmer Instrument Company LLC
SETTING THE STANDARD, AGAIN AND AGAIN	75,722,817	2,530,847	Cole-Parmer Instrument Company LLC
SIMON	74,623,671	1,944,113	Cole-Parmer Instrument Company LLC
SINGLES	75,658,533	2,426,184	Cole-Parmer Instrument Company LLC
SOLVE-FLEX	77,441,901	3,607,338	Cole-Parmer Instrument Company LLC
STABLETEMP	75,443,934	2,296,874	Cole-Parmer Instrument Company LLC
STABLETEMP	86,301,634	5,102,706	Cole-Parmer Instrument Company LLC
STABLEWEIGH	86,942,661		Cole-Parmer Instrument Company LLC
STERICLEAN	87,351,271		Cole-Parmer Instrument Company LLC
STIR-PAK	73,037,750	1,019,887	Cole-Parmer Instrument Company LLC
SYMMETRY	78,814,379	3,332,047	Cole-Parmer Instrument Company LLC
TDSTESTR	75,722,879	2,434,682	Cole-Parmer Instrument Company LLC
TEMPTESTR (STYLIZED)	74,188,608	1,757,576	Cole-Parmer Instrument Company LLC
THINTOUCH	87,329,109		Cole-Parmer Instrument Company LLC
THINTOUCHPRO TECT	87,352,844		Cole-Parmer Instrument Company LLC
ULTIMATECUP	87,333,883		Cole-Parmer Instrument Company LLC
VERA	74,623,903	1,944,118	Cole-Parmer Instrument Company LLC