

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHEATON INDUSTRIES, INC.		03/30/2017	Corporation: DELAWARE
KIMBLE CHASE LIFE SCIENCE AND RESEARCH PRODUCTS, LLC		03/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GLAS TRUST CORPORATION LIMITED, as Security Agent
Street Address:	45 LUDGATE HILL
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	ECAM7JU
Entity Type:	Limited Corporation: UNITED KINGDOM

PROPERTY NUMBERS Total: 46

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:	0896009	CELSIR
Registration Number:	4798479	CHROMATOGRAPHY WORLD
Registration Number:	2114039	CLEAN-PAK
Registration Number:	3985744	CRIMPENSTEIN
Registration Number:	3985741	CRYOELITE
Registration Number:	3985833	CRYOFILE
Registration Number:	0859294	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

CH \$1165.00 3010138

Property Type	Number	Word Mark
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
Registration Number:	4946018	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:	0866340	UNI-DOSE
Registration Number:	1172035	UNISPENSE
Registration Number:	1600464	V VIAL
Registration Number:	0859293	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
Registration Number:	1900212	CELL OPTIMIZER SYSTEM
Registration Number:	5123741	A.C.T
Registration Number:	5011523	ANTIBIND
Registration Number:	4595713	CELLINE
Registration Number:	2628198	BIOSTIR
Registration Number:	1715187	BIOPRO
Registration Number:	3729662	KIMCOTE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202 835 7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, N.W., Suite 1100

TRADEMARK

REEL: 006025 FRAME: 0444

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 18224.24200

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 04/03/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 30, 2017, by WHEATON INDUSTRIES, INC., a Delaware corporation (“Wheaton Industries”), and KIMBLE CHASE LIFE SCIENCE AND RESEARCH PRODUCTS, LLC, a Delaware limited liability company (“Kimble”) (each a “Pledgor”, and collectively, the “Pledgors”), in favor of GLAS TRUST CORPORATION LIMITED, a United Kingdom limited liability company, 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”).

W I T N E S S E T H:

Whereas, each Pledgor is party to a certain Security Agreement dated as of March 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) made by DURAN GROUP GMBH, a limited liability company incorporated in Germany, WHEATON HOLDING CORP., a Delaware corporation, WSP REAL ESTATE HOLDING COMPANY, a Delaware corporation, DURAN, INC., a Texas corporation, and the Pledgors, in favor of the Security Agent, for the benefit of the Secured Parties to secure the payment of all of the Secured Obligations, pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the foregoing and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agree 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, each 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 the Pledged Collateral, including all of the following of each Pledgor (hereafter, “Trademark Collateral”):

- (a) all 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).

For the avoidance of doubt, Excluded Property includes and the Trademark Collateral excludes: any United States intent-to-use trademark applications, if any, only if the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark applications under Requirements of Law.

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 each Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral 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 Facility Agreement. In the event of any conflict between the terms of the Facility Agreement and this Trademark Security Agreement, the terms of the Facility 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 Pledgors, at the sole cost and expense of the Pledgors, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral 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.

WHEATON INDUSTRIES, INC.,
as Pledgor,

By: _____

Name: Armin Reiche

Title: Vice President

{Trademark Security Agreement}

TRADEMARK
REEL: 006025 FRAME: 0448

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.

**KIMBLE CHASE LIFE SCIENCE AND
RESEARCH PRODUCTS LLC,**
as Pledgor,

By: _____

Name: Armin Reiche

Title: Vice President

{Trademark Security Agreement}

**TRADEMARK
REEL: 006025 FRAME: 0449**

Accepted and Agreed:


GLAS TRUST CORPORATION LIMITED,
as Security Agent

By: 
Name: Esteia Landro
Title: Transaction Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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

OWNER	APPLICATION NUMBER / APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE	TRADEMARK
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	4946018 4/26/2016	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	

OWNER	APPLICATION NUMBER / APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE	TRADEMARK
			
Wheaton Industries, Inc.	74506629 3/29/1994	1900212 6/13/1995	CELL OPTIMIZER SYSTEM
Wheaton Industries, Inc.	87062762 6/7/2016	5123741 1/17/2017	A.C.T
Wheaton Industries, Inc.	86800280 10/27/2015	5011523 8/2/2016	ANTIBIND
Wheaton Industries, Inc.	86052377 8/30/2013	4595713 9/2/2014	CELLINE
Wheaton Industries, Inc.	76345339 12/6/2001	2628198 10/1/2002	BIOSTIR
Wheaton Industries, Inc.	74170122 5/28/1991	1715187 9/15/1992	BIOPRO
Kimble Chase Life Science and Research, LLC	77593213 10/15/2008	3729662 12/22/2009	KIMCOTE