

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467487

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHARLES RIVER LABORATORIES, INC.		03/27/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87537665	CHARLES RIVER ACCEL	
<b>Serial Number:</b>	87537739	CHARLES RIVER ADVANCE	
<b>Serial Number:</b>	87537774	CHARLES RIVER INNOVATE	
<b>Serial Number:</b>	87537789	CHARLES RIVER VELOCITY	
<b>Serial Number:</b>	87613619	COMPLY ANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>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.</i>			
<b>Phone:</b>	(212) 455-3346		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	MELANIE JOLSON, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1062		
<b>NAME OF SUBMITTER:</b>	Melanie Jolson		
<b>SIGNATURE:</b>	/mj/		
<b>DATE SIGNED:</b>	03/28/2018		

CH \$140.00 87537665

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 27, 2018 is made by Charles River Laboratories, Inc., a corporation formed under the laws of Delaware (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Eighth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Charles River Laboratories International, Inc., a Delaware corporation and parent of Obligor (“Parent Borrower”), certain Subsidiaries of the Parent Borrower, the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Parent Borrower have executed and delivered an Eighth Amended and Restated Security Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Parent Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto,

which includes all of the Obligor's Trademarks for which a grant of security interest in trademark rights agreement in favor of the Administrative Agent has not previously been filed with the United States Patent and Trademark Office), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

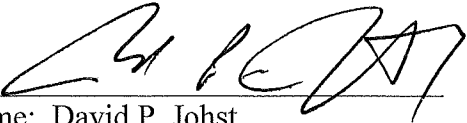
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

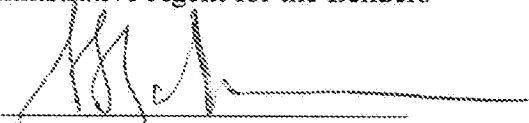
CHARLES RIVER LABORATORIES, INC.

By:   
Name: David P. Johst  
Title: Corporate Executive Vice President and  
Secretary

[Charles River Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006365 FRAME: 0331**

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: 

Name: D. Scott Farquhar

Title: Executive Director

[Charles River Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006365 FRAME: 0332**

## SCHEDULE A

### U.S. Trademark Registrations and Applications

<u>Application No.</u>	<u>Title</u>
87537665	CHARLES RIVER ACCEL
87537739	CHARLES RIVER ADVANCE
87537774	CHARLES RIVER INNOVATE
87537789	CHARLES RIVER VELOCITY
87613619	COMPLY ANT