

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envigo Holding I, Inc.		11/21/2018	Corporation: DELAWARE
Envigo Holdings, Inc.		11/21/2018	Corporation: DELAWARE
ProSolutions Inc.		11/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3950565	HAN	
Registration Number:	3868050	HARLAN	
Registration Number:	1718510	HOLTZMAN	
Registration Number:	1671291	SD	
Registration Number:	1321122	SPRAGUE DAWLEY	
Registration Number:	3856744	TEKLAD GLOBAL DIETS	
Registration Number:	4880586	SHRN	
Registration Number:	5424949	R2G2	
Registration Number:	5008937	ENVIGO	
Registration Number:	2226743	WOMENOF.COM	
Registration Number:	2261752	PROACCESS	
Registration Number:	2263553	WOMENOF	
Registration Number:	3111732	CHIPNET	
Registration Number:	4432104	PROSOLUTIONS, INC	
Registration Number:	4435801	PROSOLUTIONS, INC	
CORRESPONDENCE DATA			

OP \$390.00 3950565

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
---------------------------	----------------

SIGNATURE:	/Elaine Carrera/
-------------------	------------------

DATE SIGNED:	11/21/2018
---------------------	------------

Total Attachments: 7

source=11. Trademark Security Agreement#page1.tif
source=11. Trademark Security Agreement#page2.tif
source=11. Trademark Security Agreement#page3.tif
source=11. Trademark Security Agreement#page4.tif
source=11. Trademark Security Agreement#page5.tif
source=11. Trademark Security Agreement#page6.tif
source=11. Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2018 (this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of Wilmington Trust, National Association, as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS, the Grantors are party to a U.S. Pledge and Security Agreement dated as of November 21, 2018 (as such agreement may be amended, restated or supplemented from time to time, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks, in each case whether now owned or existing or hereafter acquired, created or arising in which any Grantor now has or hereafter acquires an interest and wherever located, including the registrations and applications therefor listed in Schedule A attached hereto (collectively, the "Trademark Collateral").

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any applications for Trademarks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to, and accepted by, the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d), solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such application under applicable federal law, and any other exclusions under Section 2.2 of the Pledge and Security Agreement.

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE

OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile, pdf file or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Intercreditor Agreements.

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder is subject to (i) the Existing Junior Lien Intercreditor Agreement among the Administrative Agent, the other parties from time to time party thereto and U.S. Bank National Association, as collateral trustee for the Junior Lien Indenture Obligations (as defined in the Junior Lien Intercreditor Agreement) and (ii) the Cash Flow Intercreditor Agreement (together with the Junior Lien Intercreditor Agreement, the "Intercreditor Agreements") and each, an "Intercreditor Agreement"). In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.


[Remainder of page intentionally left blank]

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


ENVIGO HOLDING I, INC.

By: 
Name: Mark Bibi
Title: Corporate Secretary

ENVIGO HOLDINGS, INC.

By: 
Name: Mark Bibi
Title: Secretary


PROSOLUTIONS INC.

By: 
Name: Mark Bibi
Title: Secretary

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By:




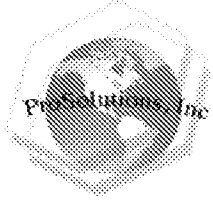
Name: Jessica Jankiewicz

Title: Banking Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Mark	Registration/ Application No.	Registration/ Application Date
Envigo Holding I, Inc.	HAN	3950565	4/26/2011
		85112010	8/20/2010
Envigo Holding I, Inc.	HARLAN 	3868050	10/26/2010
		77587899	10/7/2008
Envigo Holding I, Inc.	HOLTZMAN	1718510	9/22/1992
		74131694	1/14/1991
Envigo Holding I, Inc.	SD	1671291	1/7/1992
		74158076	4/17/1991
Envigo Holding I, Inc.	SPRAGUE DAWLEY	1321122	2/19/1985
		73463830	2/2/1984
Envigo Holding I, Inc.	TEKLAD GLOBAL DIETS	3856744	10/5/2010
		77953032	3/8/2010
Envigo Holding I, Inc.	SHrN	4880586	1/5/2016
		86639304	5/22/2015
Envigo Holding I, Inc.	R2G2	5424949	3/13/2018
		87365259	3/9/2017
Envigo Holdings, Inc.	ENVIGO	5008937	7/26/2016
		86584179	4/1/2015
ProSolutions, Inc.	WOMENOF.COM	2226743	2/23/1999
		75304752	6/6/1997
ProSolutions, Inc.	PROACCESS	2261752	7/20/1999
		74572979	9/13/1994

ProSolutions, Inc.	WOMENOF	2263553 75304750	7/20/1999 6/6/1997
ProSolutions, Inc.	CHIPNET CHIPNET	3111732 78649261	7/4/2006 6/13/2005
ProSolutions, Inc.	PROSOLUTIONS, INC. PROSOLUTIONS, INC.	4432104 85886082	11/12/2013 3/26/2013
ProSolutions, Inc.	PROSOLUTIONS, INC. 	4435801 85886999	11/19/2013 3/26/2013