

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvard Bioscience, Inc.		12/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: MASSACHUSETTS		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6029642	QUIKPREP	
Registration Number:	4851881	HB	
Registration Number:	4765382	HA	
Registration Number:	3901596	BTXPRESS	
Registration Number:	2433199	BIOCHROM	
Registration Number:	2313868	ENHANCER	
Registration Number:	2493062	GENETRODES	
Registration Number:	2223723	BTX	
Registration Number:	1574413	STRONGHOLD	
Registration Number:	0826093	CPK	
Registration Number:	3455600	HALCYON	
Registration Number:	3463543	NEUROSCORE	
Registration Number:	3450109	JET	
Registration Number:	2947567	BUXCO	
Registration Number:	2112255	DATAQUEST	
Registration Number:	1954917	PHYSIOTEL	
Registration Number:	1983698	DSI DATA SCIENCES INTERNATIONAL	
Registration Number:	1983696	DATA SCIENCES INTERNATIONAL	
Registration Number:	1490684	DATA SCIENCES	

CH \$515.00 6029642

Property Type	Number	Word Mark
Registration Number:	1411178	PHYSIOTEL

CORRESPONDENCE DATA

Fax Number: 6174496999

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: 617-960-3939

Email: mwaite@jonesday.com, mmisitigh@jonesday.com

Correspondent Name: Melissa D. Waite

Address Line 1: 100 High Street

Address Line 2: 21st Floor

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	12/28/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2020 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among HARVARD BIOSCIENCE, INC., a Delaware corporation (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of December 22, 2020 among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of December 22, 2020, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference 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.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

HARVARD BIOSCIENCE, INC.

By: Michael A. Rossi
Name: Michael A. Rossi
Title: Chief Financial Officer

DATA SCIENCES INTERNATIONAL, INC.

By: 

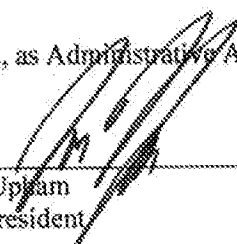
Name: Michael A. Rossi
Title: Chief Financial Officer

CITIZENS BANK, N.A., as Administrative Agent

By:

Name: Jason Upham

Title: Vice President





[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007147 FRAME: 0403

SCHEDULE I
TRADEMARKS

See attached.

US TRADEMARKS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
QUICKREP	87624762	9/27/17	6029642	4/7/20	Harvard Bioscience, Inc.	Registered
HB 	86193741	2/14/14	4851881	11/10/15	Harvard Bioscience, Inc.	Registered
HA 	86193738	2/14/14	4765382	6/30/15	Harvard Bioscience, Inc.	Registered
BTXPRESS	77825004	9/11/09	3901596	1/4/11	Harvard Bioscience, Inc.	Registered
BIOCHROM	75833717	10/28/99	2433199	3/6/01	Harvard Bioscience, Inc.	Registered
ENHANCER	75582363	11/3/98	2313868	2/1/00	Harvard Bioscience, Inc.	Registered
GENETRODES	75578621	10/28/98	2493062	9/25/01	Harvard Bioscience, Inc.	Registered
BTX	75304701	6/6/97	2223723	2/16/99	Harvard Bioscience, Inc.	Registered
STRONGHOLD	73781378	2/17/89	1574413	1/2/90	Harvard Bioscience, Inc.	Registered
CPK	72247205	6/3/66	0826093	3/21/67	Harvard Bioscience, Inc.	Registered
HALCYON	78880376	5/10/06	3455600	6/24/08	Data Sciences International, Inc.	Registered
NEUROSCORE	77155536	4/12/07	3463543	7/8/08	Data Sciences International, Inc.	Registered
JET	77033914	11/1/06	3450109	6/17/08	Data Sciences International, Inc.	Registered
BUXCO	76591914	5/12/04	2947567	5/10/05	Data Sciences International, Inc.	Registered
DATAQUEST	75195070	11/8/96	2112255	11/11/97	Data Sciences International, Inc.	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
PHYSIOTEL	74648456	3/13/95	1954917	2/6/96	Data Sciences International, Inc.	Registered
DSI DATA SCIENCES INTERNATIONAL 	74635725	2/17/95	1983698	7/2/96	Data Sciences International, Inc.	Registered
DATA SCIENCES INTERNATIONAL	74635715	2/17/95	1983696	7/2/96	Data Sciences International, Inc.	Registered
DATA SCIENCES	73590450	3/28/86	1490684	5/31/88	Data Sciences International, Inc.	Registered
PHYSIOTEL	73590452	3/28/86	1411178	9/30/86	Data Sciences International, Inc.	Registered