

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Charles River Laboratories, Inc.		08/26/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	3671183	BLASTOKIT
Registration Number:	2910994	CD
Registration Number:	3375420	CD-1
Registration Number:	3803926	CHARLES RIVER ACCELERATING DRUG DEVELOPMENT. EXACTLY.
Registration Number:	3252931	CHARLES RIVER LABORATORIES
Registration Number:	3179404	CHARLES RIVER LABORATORIES
Registration Number:	3290353	CHARLES RIVER LABORATORIES
Registration Number:	3290352	CHARLES RIVER LABORATORIES
Registration Number:	3463993	CHARLES RIVER LABORATORIES
Registration Number:	3301808	CHARLES RIVER LABORATORIES
Registration Number:	3252935	ENDOSAFE
Registration Number:	3066082	ENDOSAFE
Registration Number:	3798211	GNOTO-SAFE
Registration Number:	3572586	LABOFTOMORROW.COM

OP \$790.00 3671183

Registration Number:	3594089	MAX-BAX
Registration Number:	3566024	MFIA
Registration Number:	3539162	MULTIPLEXED FLUOROMETRIC IMMUNOASSAY
Registration Number:	3509873	MYCRLSTUDY.COM
Registration Number:	3224154	PHENOFIRST
Registration Number:	3741004	SHO
Registration Number:	3640301	THE POUND MOUSE
Registration Number:	3721106	TRANSGEL
Registration Number:	3741003	VAF/ELITE
Registration Number:	3157111	
Registration Number:	3157110	
Registration Number:	3153575	
Registration Number:	3271545	
Registration Number:	3279370	
Registration Number:	3538628	
Serial Number:	77587029	CRDR
Serial Number:	77558308	CHARLES RIVER DEDICATED RESOURCES

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1062
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/18/2010

Total Attachments: 7  
source=CRTMSI#page1.tif  
source=CRTMSI#page2.tif  
source=CRTMSI#page3.tif  
source=CRTMSI#page4.tif  
source=CRTMSI#page6.tif

source=CRTMSI#page8.tif  
source=CRTMSI#page10.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 26, 2010 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 Third Amended and Restated Credit Agreement, dated as of August 26, 2010 (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"), the Lenders and the Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

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 a Security Agreement, dated as of August 26, 2010, 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.

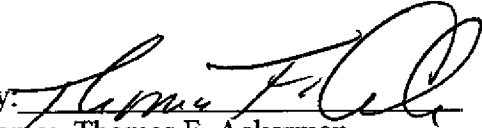
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement 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.

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: Thomas F. Ackerman  
Title: Corporate Executive Vice President  
and Chief Financial Officer

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

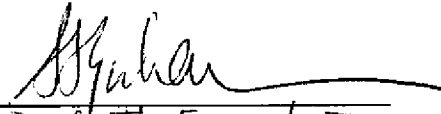
By: \_\_\_\_\_  
Name:  
Title:

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:  
Title:

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

By:   
Name: D Scott Farquhar  
Title: Vice President







**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration/Application Number</b>
BLASTOKIT	3671183
CD	2910994
CD-1	3375420
CHARLES RIVER ACCELERATING DRUG DEVELOPMENT. EXACTLY. & DESIGN	3803926
CHARLES RIVER LABORATORIES	3252931
CHARLES RIVER LABORATORIES	3179404
CHARLES RIVER LABORATORIES	3290353
CHARLES RIVER LABORATORIES	3290352
CHARLES RIVER LABORATORIES	3463993
CHARLES RIVER LABORATORIES	3301808
ENDOSAFE	3252935
ENDOSAFE	3066082
GNOTO-SAFE	3798211
LABOFTOMORROW.COM	3572586
MAX-BAX	3594089
MFIA	3566024
MULTIPLEXED FLUOROMETRIC IMMUNOASSAY	3539162
mycr1study.com (Stylized)	3509873
PHENOFIRST	3224154
SHO	3741004
THE POUND MOUSE	3640301
TRANSGEL	3721106
VAF/ELITE	3741003
WAVE DESIGN	3157111
WAVE DESIGN	3157110
WAVE DESIGN	3153575
WAVE DESIGN	3271545
WAVE DESIGN	3279370
WAVE DESIGN	3538628
CRDR	77587029
CHARLES RIVER DEDICATED RESOURCES	77558308