TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548050

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cole-Parmer Instrument Company LLC		11/04/2019	Limited Liability Company: ILLINOIS
Environmental Express, Inc.		11/04/2019	Corporation: DELAWARE
Control 3, LLC		11/04/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 114

Property Type	Number	Word Mark
Registration Number:	1882815	ACCUCAL
Registration Number:	2307462	ACORN
Registration Number:	1065186	AIR CADET
Registration Number:	4772941	ARGOS TECHNOLOGIES
Registration Number:	4353012	AUTOBLOCK
Registration Number:	2148067	B/T
Registration Number:	4768602	BACKSPRING
Registration Number:	3336800	BIOCONNECT
Registration Number:	5517156	BIOCONNECT
Registration Number:	2023981	C/L
Registration Number:	2815448	CALIMAT
Registration Number:	4801022	CATALYST
Registration Number:	4801035	CATALYST
Registration Number:	3224646	CHEM-DURANCE
Registration Number:	1158965	CHEMPETTE

OP $2865.00 1882815

Property Type	Number	Word Mark
Registration Number:	5664083	CLEANCUT
Registration Number:	3023111	COLE-PARMER
Registration Number:	1344114	COLE-PARMER
Registration Number:	1400994	COLE-PARMER
Registration Number:	5693708	COLE-PARMER ELEMENTS
Registration Number:	2222515	COMPULAB
Registration Number:	2994653	CP
Registration Number:	3010846	CP
Registration Number:	1401944	CP
Registration Number:	5682247	CP COLE-PARMER ELEMENTS
Serial Number:	88315384	CPLIVE
Registration Number:	5476972	CYTOFLOW
Registration Number:	5433640	D
Registration Number:	5443484	D DIGI-SENSE
Registration Number:	4420460	DAVIS INSTRUMENTS
Registration Number:	1053576	DIGI-SENSE
Registration Number:	4608151	DIGI-SENSE
Registration Number:	5486745	DIGI-SENSE
Registration Number:	4516713	DOUBLEWEIGH
Serial Number:	88612485	DOUBLEWEIGH
Registration Number:	2109706	DUAL J-T-E-K
Registration Number:	2105849	DUALOGR
Registration Number:	3329413	E/S
Registration Number:	1648479	EASY-LOAD
Registration Number:	3352279	ECTESTR
Registration Number:	3302543	ENVIRONMENTAL EXPRESS
Registration Number:	4360293	FILTERMATE
Registration Number:	4360292	FLIPMATE
Registration Number:	3783441	FLOWMASTER
Registration Number:	2290483	FOODTECH SOURCE
Registration Number:	4360294	GHOSTWIPE
Registration Number:	1173981	GILMONT
Registration Number:	4353013	HOTBLOCK
Registration Number:	2084577	I/P
Registration Number:	1925245	INFRAPRO
Registration Number:	2825951	INNOCAL
Registration Number:	2879337	INNOCAL
Registration Number:	4698181	INNOTRAK

Property Type	Number	Word Mark
Registration Number:	4517096	INNOTRAK
Registration Number:	4301453	ISMATEC
Registration Number:	0923201	JIFFY-JACK
Registration Number:	2115004	L/S
Registration Number:	3311916	LABGEN
Registration Number:	1923485	LIQUI-SENSE
Registration Number:	4825478	LITESAFE
Registration Number:	4772562	LITESAFE
Registration Number:	5650164	MAGNE-BOX
Registration Number:	4975910	MARKETING FROM THE INSIDE OUT
Serial Number:	88377687	MASTERFLEX
Registration Number:	1398521	MASTERFLEX
Registration Number:	0828794	MASTERFLEX
Registration Number:	3586480	MASTERFLEX
Registration Number:	5812110	MASTERFLEXLIVE
Registration Number:	4360295	MAXFIL
Registration Number:	3390129	MICROFLEX
Registration Number:	4577562	MINIFLEX
Registration Number:	3235256	NOVA
Registration Number:	1692543	OAKTON
Registration Number:	3550259	OMEGA
Registration Number:	5587251	OMEGA ZEN
Registration Number:	2195176	ORPTESTR
Registration Number:	3486377	PERFECTPOSITION
Registration Number:	2422829	PHTESTR
Registration Number:	4768662	POLARSAFE
Registration Number:	4776423	POLARSAFE
Registration Number:	4768661	POLARSAFE
Registration Number:	1440496	POLYSTAT
Registration Number:	3195835	PREFERRED SOLUTIONS
Registration Number:	1836653	PRO-SPENSE
Registration Number:	1963987	PROWEIGH
Registration Number:	4327843	QUIKVAP
Registration Number:	1735566	RAPID-LOAD
Registration Number:	2530847	SETTING THE STANDARD, AGAIN AND AGAIN
Registration Number:	4353010	SIMPLEDIST
Registration Number:	4848962	SIMPLEWATER
Registration Number:	2426184	SINGLES

Property Type	Number	Word Mark
Registration Number:	4434830	SNIP & POUR
Registration Number:	4482724	SOIL-CELL
Registration Number:	3607338	SOLVE-FLEX
Registration Number:	4353011	SPE-EXPRESS
Registration Number:	2296874	STABLETEMP
Registration Number:	5102706	STABLETEMP
Registration Number:	5565184	STABLETEMP
Registration Number:	5224216	STABLEWEIGH
Registration Number:	1019887	STIR-PAK
Registration Number:	2546233	SUPER FRIENDLY AIR'IT
Registration Number:	2546229	SUPER FRIENDLY FREEZE'IT
Registration Number:	3332047	SYMMETRY
Registration Number:	2434682	TDSTESTR
Registration Number:	1757576	TEMPTESTR
Registration Number:	5747404	THINTOUCH
Registration Number:	1990944	TRACEABLE
Registration Number:	4780056	TRACEABLE
Registration Number:	5028225	TRACEABLELIVE
Registration Number:	5572303	ULTIMATECUP
Registration Number:	4323833	ULTRAFLOW
Registration Number:	4515556	ULTRALOW
Registration Number:	4618025	ULTRAPREP
Registration Number:	4356994	ZHE+

CORRESPONDENCE DATA

Fax Number:

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: 212-701-3365

Email: ECarrera@cahill.com

Correspondent Name: Elaine Carrera, Senior Paralegal

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	1148542
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/05/2019
Total Attachments: 9	

source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page2.tif
source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page3.tif
source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page4.tif
source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page5.tif
source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page6.tif
source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page7.tif
source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page8.tif
source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page9.tif
source=11. Project Curie - Second Lien Trademark Security Agreement (Executed)#page10.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Second Lien Trademark Security Agreement") is entered into as of November 4, 2019, by and among **COLE-PARMER INSTRUMENT COMPANY LLC, ENVIRONMENTAL EXPRESS, INC., AND CONTROL 3, LLC** ("Grantors") and **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are parties to (i) a Second Lien Pledge and Security Agreement, dated as of November 4, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantors are required to execute and deliver this Second Lien Trademark Security Agreement and (ii) a Second Lien Credit Agreement, dated as of November 4, 2019 (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Curie Holdings, LLC, a Delaware limited liability company ("Holdings"), Curie Merger Sub, LLC, a Delaware limited liability company (the "Initial Borrower"), to be merged on the Closing Date with and into CPI Holdco, LLC, a Delaware limited liability company (the "Company"), with the Company surviving such merger as the "Borrower" under the Credit Agreement (as defined below) (the "Company Borrower"), Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent, the Lenders from time to time party thereto and each other party from time to time party thereto;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and/or the Security Agreement and used herein have the meaning given to them in the Credit Agreement and/or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under the Trademarks of Grantors listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the "Trademark Collateral"); provided, however, for the avoidance of doubt, the "Trademark Collateral" shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall promptly execute, acknowledge, and deliver to Grantors, at Grantors' expense to the extent required by Section 10.04 of the Credit Agreement, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

COLE-PARMER INSTRUMENT COMPANY LLC
ENVIRONMENTAL EXPRESS, INC.
CONTROL 3, LLC

By:_____
Name: Bernd Brust
Title: President and Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC

By:_____
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark	Registration Number	Application Number	Status
Cole-Parmer Instrument Company LLC	ACCUCAL	1882815	74231168	Registered
Cole-Parmer Instrument Company LLC	ACORN	2307462	75590099	Registered
Cole-Parmer Instrument Company LLC	AIR CADET	1065186	73090738	Registered
Cole-Parmer Instrument Company LLC	ARGOS TECHNOLOGIES	4772941	86461027	Registered
Environmental Express, Inc.	AUTOBLOCK	4353012	85714687	Registered
Cole-Parmer Instrument Company LLC	B/T	2148067	74717489	Registered
Cole-Parmer Instrument Company LLC	BACKSPRING	4768602	86456313	Registered
Cole-Parmer Instrument Company LLC	BIOCONNECT	3336800	78808022	Registered
Cole-Parmer Instrument Company LLC	BIOCONNECT & Design	5517156	87547367	Registered
Cole-Parmer Instrument Company LLC	C/L	2023981	75049370	Registered
Cole-Parmer Instrument Company LLC	CALIMAT	2815448	76337022	Registered
Cole-Parmer Instrument Company LLC	CATALYST	4801022	86367191	Registered
Cole-Parmer Instrument Company LLC	CATALYST Stylized	4801035	86369843	Registered
Cole-Parmer Instrument Company LLC	CHEM-DURANCE	3224646	78831249	Registered
Cole-Parmer Instrument Company LLC	CHEMPETTE	1158965	73249160	Registered
Cole-Parmer Instrument Company LLC	CLEANCUT	5664083	87453594	Registered
Cole-Parmer Instrument Company LLC	COLE-PARMER	3023111	78398669	Registered
Cole-Parmer Instrument Company LLC	COLE-PARMER	1344114	73510152	Registered
Cole-Parmer Instrument Company LLC	COLE-PARMER	1400994	73565043	Registered

Owner/Grantor	Trademark	Registration Number	Application Number	Status
Cole-Parmer Instrument Company LLC	COLE-PARMER ELEMENTS	5693708	87979752	Registered
Cole-Parmer Instrument Company LLC	COMPULAB	2222515	75374003	Registered
Cole-Parmer Instrument Company LLC	CP	2994653	78398713	Registered
Cole-Parmer Instrument Company LLC	CP Stylized	3010846	78398656	Registered
Cole-Parmer Instrument Company LLC	CP Stylized	1401944	73566450	Registered
Cole-Parmer Instrument Company LLC	CP Stylized COLE-PARMER ELEMENTS & Design	5682247	87979527	Registered
Cole-Parmer Instrument Company LLC	CPLIVE		88315384	Pending
Cole-Parmer Instrument Company LLC	CYTOFLOW	5476972	87438845	Registered
Cole-Parmer Instrument Company LLC	D Logo	5433640	86163371	Registered
Cole-Parmer Instrument Company LLC	D Logo DIGI-SENSE	5443484	86163369	Registered
Cole-Parmer Instrument Company LLC	DAVIS INSTRUMENTS & Design	4420460	85329964	Registered
Cole-Parmer Instrument Company LLC	DIGI-SENSE	1053576	73084459	Registered
Cole-Parmer Instrument Company LLC	DIGI-SENSE	4608151	85970879	Registered
Cole-Parmer Instrument Company LLC	DIGI-SENSE	5486745	86048309	Registered
Environmental Express, Inc.	DOUBLEWEIGH	4516713	86108052	Registered
Environmental Express, Inc.	DOUBLEWEIGH		88612485	Pending
Cole-Parmer Instrument Company LLC	DUAL J-T-E-K	2109706	75040917	Registered
Cole-Parmer Instrument Company LLC	DUALOGR	2105849	75040923	Registered
Cole-Parmer Instrument Company LLC	E/S	3329413	78928072	Registered
Cole-Parmer Instrument Company LLC	EASY-LOAD	1648479	74036257	Registered
Cole-Parmer Instrument Company LLC	ECTESTR	3352279	78928031	Registered
Environmental Express, Inc.	ENVIRONMENTAL EXPRESS	3302543	78952100	Registered
Environmental Express, Inc.	FILTERMATE	4360293	85714750	Registered
Environmental Express, Inc.	FLIPMATE	4360292	85714740	Registered

Owner/Grantor	Trademark	Registration Number	Application Number	Status
Cole-Parmer Instrument Company LLC	FLOWMASTER	3783441	77700194	Registered
Cole-Parmer Instrument Company LLC	FOODTECH SOURCE	2290483	75371776	Registered
Environmental Express, Inc.	GHOSTWIPE	4360294	85714755	Registered
Cole-Parmer Instrument Company LLC	GILMONT	1173981	73245844	Registered
Environmental Express, Inc.	HOTBLOCK	4353013	85714695	Registered
Cole-Parmer Instrument Company LLC	I/P	2084577	74697469	Registered
Cole-Parmer Instrument Company LLC	INFRAPRO	1925245	74586257	Registered
Cole-Parmer Instrument Company LLC	INNOCAL	2825951	76404376	Registered
Cole-Parmer Instrument Company LLC	INNOCAL & Design	2879337	78242169	Registered
Cole-Parmer Instrument Company LLC	INNOTRAK	4698181	86143347	Registered
Cole-Parmer Instrument Company LLC	INNOTRAK	4517096	85843804	Registered
Cole-Parmer Instrument Company LLC	ISMATEC	4301453	85710924	Registered
Cole-Parmer Instrument Company LLC	JIFFY-JACK	923201	72371202	Registered
Cole-Parmer Instrument Company LLC	L/S	2115004	74695432	Registered
Cole-Parmer Instrument Company LLC	LABGEN	3311916	78801117	Registered
Cole-Parmer Instrument Company LLC	LIQUI-SENSE	1923485	74583584	Registered
Cole-Parmer Instrument Company LLC	LITESAFE	4825478	86456335	Registered
Cole-Parmer Instrument Company LLC	LITESAFE	4772562	86456956	Registered
Cole-Parmer Instrument Company LLC	MAGNE-BOX	5650164	87453587	Registered
KINESIS INC.	MARKETING FROM THE INSIDE OUT	4975910	86373132	Registered
Cole-Parmer Instrument Company LLC	MASTERFLEX		88377687	Pending
Cole-Parmer Instrument Company LLC	MASTERFLEX	1398521	73544135	Registered
Cole-Parmer Instrument Company LLC	MASTERFLEX	828794	72242217	Registered
Cole-Parmer Instrument Company LLC	MASTERFLEX	3586480	77533949	Registered
Cole-Parmer Instrument	MASTERFLEXLIVE	5812110	88225473	Registered

Owner/Grantor	Trademark	Registration Number	Application Number	Status
Company LLC				
Environmental Express, Inc.	MAXFIL	4360295	85714766	Registered
Cole-Parmer Instrument Company LLC	MICROFLEX	3390129	78905613	Registered
Cole-Parmer Instrument Company LLC	MINIFLEX	4577562	86068249	Registered
Cole-Parmer Instrument Company LLC	NOVA	3235256	78735136	Registered
Cole-Parmer Instrument Company LLC	OAKTON	1692543	74045703	Registered
Cole-Parmer Instrument Company LLC	OMEGA	3550259	78779262	Registered
Cole-Parmer Instrument Company LLC	OMEGA ZEN	5587251	87453575	Registered
Cole-Parmer Instrument Company LLC	ORPTESTR	2195176	75305036	Registered
Cole-Parmer Instrument Company LLC	PERFECTPOSITION	3486377	78836735	Registered
Cole-Parmer Instrument Company LLC	PHTESTR	2422829	75722880	Registered
Cole-Parmer Instrument Company LLC	POLARSAFE	4768662	86456954	Registered
Cole-Parmer Instrument Company LLC	POLARSAFE	4776423	86456953	Registered
Cole-Parmer Instrument Company LLC	POLARSAFE & Design	4768661	86456952	Registered
Cole-Parmer Instrument Company LLC	POLYSTAT	1440496	73596262	Registered
Cole-Parmer Instrument Company LLC	PREFERRED SOLUTIONS	3195835	78652394	Registered
Cole-Parmer Instrument Company LLC	PRO-SPENSE	1836653	74415930	Registered
Environmental Express, Inc.	PROWEIGH	1963987	74627684	Registered
Environmental Express, Inc.	QUIKVAP	4327843	85714450	Registered
Cole-Parmer Instrument Company LLC	RAPID-LOAD	1735566	74086648	Registered
Cole-Parmer Instrument Company LLC	SETTING THE STANDARD, AGAIN AND AGAIN	2530847	75722817	Registered
Environmental Express, Inc.	SIMPLEDIST	4353010	85714454	Registered
Environmental Express, Inc.	SIMPLEWATER	4848962	86305451	Registered
Cole-Parmer Instrument Company LLC	SINGLES	2426184	75658533	Registered
Environmental Express, Inc.	SNIP & POUR	4434830	85714440	Registered
Environmental Express, Inc.	SOIL-CELL	4482724	85714759	Registered
Cole-Parmer Instrument	SOLVE-FLEX	3607338	77441901	Registered

Owner/Grantor	Trademark	Registration Number	Application Number	Status
Company LLC				
Environmental Express, Inc.	SPE-EXPRESS	4353011	85714462	Registered
Cole-Parmer Instrument Company LLC	STABLETEMP	2296874	75443934	Registered
Cole-Parmer Instrument Company LLC	STABLETEMP	5102706	86301634	Registered
Cole-Parmer Instrument Company LLC	STABLETEMP & Design	5565184	87781808	Registered
Cole-Parmer Instrument Company LLC	STABLEWEIGH	5224216	86942661	Registered
Cole-Parmer Instrument Company LLC	STIR-PAK	1019887	73037750	Registered
Control 3, LLC	SUPER FRIENDLY AIR'IT	2546233	76055682	Registered
Control 3, LLC	SUPER FRIENDLY FREEZE'IT	2546229	76055407	Registered
Cole-Parmer Instrument Company LLC	SYMMETRY	3332047	78814379	Registered
Cole-Parmer Instrument Company LLC	TDSTESTR	2434682	75722879	Registered
Cole-Parmer Instrument Company LLC	TEMPTESTR Stylized	1757576	74188608	Registered
Cole-Parmer Instrument Company LLC	THINTOUCH	5747404	87980172	Registered
Control 3, LLC	TRACEABLE	1990944	74652478	Registered
Control 3, LLC	TRACEABLE	4780056	86248261	Registered
Control 3, LLC	TRACEABLELIVE	5028225	86654038	Registered
Cole-Parmer Instrument Company LLC	ULTIMATECUP	5572303	87333883	Registered
Environmental Express, Inc.	ULTRAFLOW	4323833	85714430	Registered
Environmental Express, Inc.	ULTRALOW	4515556	85747811	Registered
Environmental Express, Inc.	ULTRAPREP	4618025	85714433	Registered
Environmental Express, Inc.	ZHE+	4356994	85714776	Registered