

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Charles River Laboratories, Inc.	08/26/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	D476324
Patent Number:	7329538
Patent Number:	7479375
Application Number:	11784778
Application Number:	11832261
Application Number:	11292295
Application Number:	12257030
Application Number:	12424190
Application Number:	12047948
Application Number:	12823506
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7976
Email:	ksolomon@stblaw.com

OP \$400.00 D476324

501355117

PATENT
REEL: 025388 FRAME: 0073

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
--------------------	--------------

Total Attachments: 7 source=CRPSI#page1.tif source=CRPSI#page2.tif source=CRPSI#page3.tif source=CRPSI#page4.tif source=CRPSI#page6.tif source=CRPSI#page8.tif source=CRPSI#page10.tif

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT 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 Patents; 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 Patents (including, without limitation, those items listed on Schedule A hereto, which includes all of the Obligor's Patents for which a grant of security interest in patent 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.

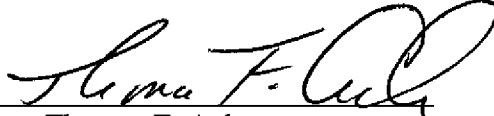
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with Security Agreement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

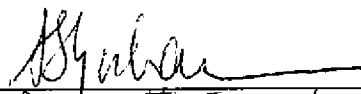
By: _____
Name:
Title:

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 Faragher
Title: Vice President

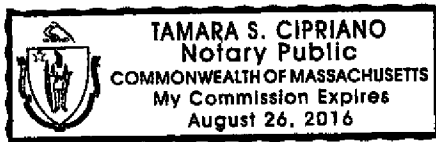
ACKNOWLEDGMENT OF OBLIGOR

COMMONWEALTH OF MASSACHUSETTS)

) ss

COUNTY OF MIDDLESEX)

On the 20th day of October, 2010, before me personally came Thomas F. Ackerman, who is personally known to me to be the Corporate Executive Vice President and Chief Financial Officer of Charles River Laboratories, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Corporate Executive Vice President and Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.




Tamara S. Cipriano

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF CONNECTICUT)
) ss Shepton
COUNTY OF FAIRFIELD)



Notary Public

ELLY S. MACCHAROLI
NOTARY PUBLIC
 MY COMMISSION EXPIRES APRIL 30, 2008
 2014

SCHEDULE A

U.S. Patent Registrations and Applications

Patent	Application/Registration Number
Cuvette	D476,324
Methods and Compositions for the Detection of Microbial Contaminants	7,329,538
Method for Classifying a Microorganism in a Biological Sample	7,479,375
Methods and Compositions for the Detection of Microbial Contaminants	11/784,778
Methods and Compositions for the Detection of Microbial Contaminants	11/832,261
Methods and Compositions for the Detection and/or Quantification of Gram Positive Bacterial Contaminants	11/292,295
Method for Classifying a Microorganism in a Biological Sample	12/257,030
Cartridge and Method for Sample Analysis	12/424,190
Hairless Immunodeficient Mouse Model	12/047,948
Heat-Treated Limulus Amebocyte Lysates	12/823,506