

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4051450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAW BIOSCIENCE PRODUCTS, LLC	09/06/2016
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A., AS COLLATERAL AGENT
Street Address:	580 CROSSPOINT PKWY
Internal Address:	CRMS DOCUMENTATION UNIT
City:	GETZVILLE
State/Country:	NEW YORK
Postal Code:	14068
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6893428
Patent Number:	7950700
Application Number:	14991066
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<i>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.</i>	
Phone:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	MICHAEL VIOLET
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	KEN TAN
SIGNATURE:	/Ken Tan/
DATE SIGNED:	09/14/2016
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 6, 2016 (this "Agreement"), among Paw Bioscience Products, LLC ("Grantor") and CITIBANK, N.A., as Collateral Agent for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of September 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among VWR Corporation, a Delaware corporation, VWR Funding, Inc., a Delaware corporation (the "Parent Borrower"), the subsidiaries of the Parent Borrower party thereto and the Collateral Agent. The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of September 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Parent, Borrower and the Foreign Subsidiary Borrowers party from time to time thereto, as Borrowers, the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent and as Collateral Agent, Citigroup Global Markets Inc., Barclays Bank PLC, Goldman Sachs Bank USA, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC and PNC Capital Markets LLC, as Joint Lead Arrangers and Joint Bookrunners for the Credit Facilities, Barclays Bank PLC and Goldman Sachs Bank USA, as co-syndication agents, Mizuho Bank, Wells Fargo Bank, National Association and Compass Bank DBA BBVA Compass, as co-documentation agents, Sumitomo Mitsui Banking Corporation, as Senior Managing Agent and TD Bank, as Managing Agent. Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(b) and Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations until the Termination Date, each Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

- (a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office listed on Schedule I and II (the "Patents");

(b) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and all inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) the right to sue third parties for past, present and future infringements of any Patent; and

(d) all proceeds of and any right associated with the foregoing.

Notwithstanding the foregoing and for the avoidance of doubt, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property (as defined in the Security Agreement).

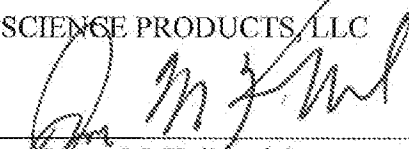
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto with respect to the Patent 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, *mutatis mutandis*. In the event of any conflict or inconsistency between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

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

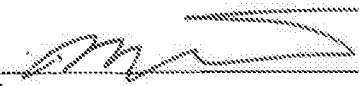
PAW BIOSCIENCE PRODUCTS, LLC

By: 
Name: James M. Kalinovich
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 040028 FRAME: 0204

CITIBANK, N.A., as Collateral Agent

By: 

Name:

Michael Tortora

Title:

Director

[Signature Page to Patent Security Agreement]

Schedule I

Patents

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Paw Bioscience Products, LLC	Over-wrap bag enclosure for sterile connectors	6893428 ¹	05/17/2005	11/20/2021
Paw Bioscience Products, LLC	Insulated packaging for medical supplies	7950700 ²	05/31/2011	10/30/2028

Schedule II

Patent Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Expiration Date</u>
Paw Bioscience Products, LLC	Pre-Sterilized syringe system and method of use	14/991,066 ³	01/08/2016	

¹ There is a break in the chain of title. No assignment from inventors to company.

² Based on the public database, this patent has the record owner as "PAW Bioscience Products, Inc."

³ Based on the public database, this application has the record owner as "PAW Bioscience Products, Inc."