

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMRESKO, LLC		03/03/2011	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1665581	AMRESKO
Registration Number:	1178723	AMRESKO
Registration Number:	3597653	NEXT GEL
Registration Number:	3553491	EZ-VISION
Registration Number:	1987384	HISTOCHOICE
Registration Number:	1987383	HISTOCHOICE
Registration Number:	3014859	PUT MORE BITE BEHIND YOUR RESEARCH RESULTS
Registration Number:	3006893	AL LIGATOR

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3128623312
 Email: patrick.lau@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP

900185660

**TRADEMARK
 REEL: 004491 FRAME: 0749**

CH \$215.00 1665581

Address Line 1: 300 North LaSalle
Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 22412-1 PL

NAME OF SUBMITTER: Patrick Lau

Signature: /pl/

Date: 03/04/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2011 (this “Agreement”), among AMRESKO, LLC (“Grantor”) and BANK OF AMERICA, N.A., as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of June 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among VWR Investors, Inc., a Delaware corporation, Varietal Distribution Merger Sub, Inc., a Delaware corporation (to be merged with and into CDRV Investors, Inc., a Delaware corporation, and renamed VWR Funding, Inc.), 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 June 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrowers (as defined therein), the lenders from time to time party thereto, Bank of America, N.A., as administrative agent and as collateral agent, Banc of America Securities LLC, Goldman Sachs Credit Partners L.P. and J.P. Morgan Securities Inc., as Arrangers for the Credit Facilities, JPMorgan Chase Bank, N.A. and Deutsche Bank Securities, Inc., as co-documentation agents, and Goldman Sachs Credit Partners L.P., as syndication agent. Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) 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 (other than contingent obligations), 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 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 “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, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I and II (the “Trademarks”);

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

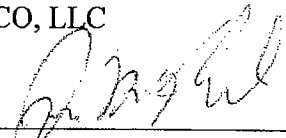
SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto with respect to the 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.

[Remainder of this page intentionally left blank]

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

AMRESKO, LLC

By:



Name: James M. Kalinovich
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004491 FRAME: 0753

BANK OF AMERICA, N.A., as Collateral Agent,

By: Robert Rittelmeier

Name:

Title: ROBERT RITTELMAYER
VICE PRESIDENT

By: _____



Name:

Title:

[Signature Page to Trademark Security Agreement]

Schedule I

Trademarks

Registered Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date
AMRESO Inc.	AMRESO	74/040048 3/19/1990	1665581 11/26/1991
AMRESO Inc.	AMRESO & Design 	73/254923 3/21/1980	1178723 11/24/1981
AMRESO Inc.	NEXT GEL	77/466814 5/6/2008	3597653 3/31/2009
AMRESO Inc.	EZ-VISION	77/467017 5/6/2008	3553491 12/30/2008
AMRESO Inc.	HISTOCHOICE	74/298880 7/28/1992	1987384 7/16/1996
AMRESO Inc.	HISTOCHOICE & Design 	74/298877 7/28/1992	1987383 7/16/1996
AMRESO Inc.	PUT MORE BITE BEHIND YOUR RESEARCH RESULTS	78/269369 7/1/2003	3014859 11/15/2005
AMRESO Inc.	AL LIGATOR	76/513816 5/13/2003	3006893 10/18/2005

Schedule II

Trademark Applications

None.