

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VWR International, LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
BioExpress, LLC		08/28/2015	LIMITED LIABILITY COMPANY: UTAH
AMRESKO, LLC		09/28/2015	LIMITED LIABILITY COMPANY: OHIO
TEK Products, Inc.		09/28/2015	CORPORATION: MINNESOTA
Integra Companies, LLC		09/28/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	CRMS Document Unit, 580 Crosspoint Pkwy		
City:	Getzville		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	3006893	AL LIGATOR	
Registration Number:	1665581	AMRESKO	
Registration Number:	1178723	AMRESKO	
Registration Number:	0893518	ARISTAR	
Registration Number:	2939073	BDH	
Registration Number:	2881765	BIOEXPRESS	
Registration Number:	1069760	BOREAL	
Registration Number:	1015568	BOREALENE	
Registration Number:	1889745	CENCO	
Registration Number:	0600340	CENCO	
Registration Number:	0442396	CENCO	
Registration Number:	2991435	CLEAR-MARK	

OP \$1165.00 3006893

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3668269	COLORGRIP
Registration Number:	2061430	CRITICAL STEP
Registration Number:	2459648	CRITICAL SWAB
Registration Number:	2707864	CRYOPRO
Registration Number:	3553491	EZ-VISION
Registration Number:	2886629	GENEMATE
Registration Number:	1987384	HISTOCHOICE
Registration Number:	1987383	HISTOCHOICE
Registration Number:	1278721	HI-TEK
Registration Number:	2182732	HI-TEK
Registration Number:	3556138	INTEGRA COMPANIES
Registration Number:	3589806	INTEGRA COMPANIES, INC
Registration Number:	0513198	LABTONE
Registration Number:	2803120	
Registration Number:	3597653	NEXT GEL
Registration Number:	2611681	PAK RAK
Registration Number:	0772066	PROLABO
Registration Number:	2621112	REDI-PAK
Registration Number:	2948761	SCHOLAR
Registration Number:	2106132	SOVEREIGN
Registration Number:	0874235	SK
Registration Number:	2459647	SPEC-WIPE
Registration Number:	3123038	SYMPHONY
Registration Number:	1915968	TALON
Registration Number:	1921534	TEACHER DEVELOPED CLASSROOM TESTED
Registration Number:	4068993	TRACECLEAN
Registration Number:	1291565	VWR
Registration Number:	1032578	VWR
Registration Number:	2923685	VWR
Registration Number:	4170454	VWR CATALYST POWERING PRODUCTIVITY. DELI
Registration Number:	3644971	VWR LABSHOP
Registration Number:	1761192	WAVER
Registration Number:	2416894	
Registration Number:	2973551	X-TREME GEEK

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.

TRADEMARK

REEL: 005632 FRAME: 0461

Email: michael.barys@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindal LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Michael Barys/

DATE SIGNED: 09/29/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2015 (this "Agreement"), among AMRESKO, LLC, VWR International, LLC, Integra Companies, LLC, BioExpress, LLC, TEK Products, Inc. (and together with AMRESKO, LLC, VWR International, LLC, Integra Companies, LLC and BioExpress, LLC, the "Grantors" each a "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 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 the 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 "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 exten-

sions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I and II (the "Trade-marks");

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trade-marks;
- (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.

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), including, without limitation, applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the Lien granted herein and deemed included in the Collateral.

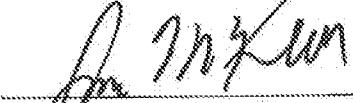
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Collateral Agent and each Grantor hereby 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, *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.

[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.


VWR INTERNATIONAL, LLC

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

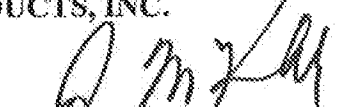
BIOEXPRESS, LLC

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

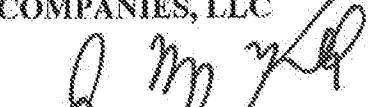
AMRESKO, LLC

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

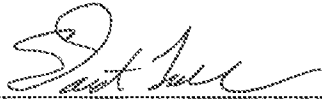
TEK PRODUCTS, INC.

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

INTEGRA COMPANIES, LLC

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

CITIBANK, N.A., as Collateral Agent

By: 
Name: David Tudor
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005632 FRAME: 0466

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTORS

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
AMRESKO, LLC	3006893	AL LIGATOR
AMRESKO, LLC	1665581	AMRESKO
AMRESKO, LLC	1178723	AMRESKO Design
VWR INTERNATIONAL, LLC	0893518	ARISTAR
VWR INTERNATIONAL, LLC	2939073	BDH & DESIGN
BioExpress, LLC	2881765	BIOXPRESS
VWR INTERNATIONAL, LLC	1069760	BOREAL
VWR INTERNATIONAL, LLC	1015568	BOREALENE
VWR INTERNATIONAL, LLC	1889745	CENCO
VWR INTERNATIONAL, LLC	0600340	CENCO & Design
VWR INTERNATIONAL, LLC	0442396	CENCO & Design
INTEGRA COMPANIES, LLC	2991435	CLEAR-MARK
Integra Companies, LLC	3668269	COLORGRIP
VWR INTERNATIONAL, LLC	2061430	CRITICAL STEP
VWR INTERNATIONAL, LLC	2459648	CRITICAL SWAB
VWR International, LLC	2707864	CRYOPRO
AMRESKO, LLC	3553491	EZ-VISION
BIOEXPRESS, LLC	2886629	GENEMATE
AMRESKO, LLC	1987384	HISTOCHOICE
AMRESKO, LLC	1987383	HISTOCHOICE & Design
TEK PRODUCTS, INC.	1278721	HI-TEK
TEK Products, Inc.	2182732	HI-TEK
INTEGRA COMPANIES, LLC	3556138	INTEGRA COMPANIES
INTEGRA COMPANIES, LLC	3589806	INTEGRA COMPANIES, INC. (logo)

OWNER	REGISTRATION NUMBER	TRADEMARK
VWR INTERNATIONAL, LLC	0513198	LABTONE & Design
VWR INTERNATIONAL, LLC	2803120	MISCELLANEOUS DESIGN
AMRESKO, LLC	3597653	NEXT GEL
VWR INTERNATIONAL, LLC	2611681	PAK RAK
VWR INTERNATIONAL, LLC	0772066	PROLABO
VWR INTERNATIONAL, LLC	2621112	REDI-PAK
VWR INTERNATIONAL, LLC	2948761	SCHOLAR¹
Sovereign Scientific, Inc. ²	2106132	SOVEREIGN and Design
VWR INTERNATIONAL, LLC	0874235	SK & Design
VWR INTERNATIONAL, LLC	2459647	SPEC-WIPE
VWR INTERNATIONAL, LLC	3123038	SYMPHONY
VWR INTERNATIONAL, LLC	1915968	TALON
VWR INTERNATIONAL, LLC	1921534	TEACHER DEVELOPED CLASSROOM TESTED & Design
VWR International, LLC	4068993	TRACECLEAN
VWR INTERNATIONAL, LLC	1291565	VWR
VWR INTERNATIONAL, LLC	1032578	VWR
VWR INTERNATIONAL, LLC	2923685	VWR & Design
VWR International, LLC	4170454	VWR CATALYST POWERING PRODUCTIVITY. DELIVERING RESULTS logo
VWR INTERNATIONAL, LLC	3644971	VWR LABSHOP

¹ Renewal past due as of May 10, 2015; grace period expires November 10, 2015.

² Sovereign Scientific, Inc. converted to Sovereign Scientific, LLC on September 7, 2012. Sovereign Scientific, LLC merged into VWR International, LLC on July 31, 2014. The Parent Borrowers agrees to file the proper documentation with the USPTO.

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
VWR INTERNATIONAL, LLC	1761192	WAVER
VWR INTERNATIONAL, LLC	2416894	World Design
VWR Education, LLC ³	2973551	X-TREME GEEK

³ VWR Education, LLC merged into VWR International, LLC on April 1, 2013. The Parent Borrowers agrees to file the proper documentation with the USPTO.