

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Therapak, LLC		01/22/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
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: 6			
Property Type	Number	Word Mark	
Registration Number:	3198586	CONSTANTEMP	
Registration Number:	1970532	DURAMARK, INC.	
Registration Number:	3019610	STONESCREEN	
Registration Number:	2472188	TEARTECH	
Registration Number:	2496852	THERAPAK	
Registration Number:	4884652	MICROSTAR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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:	Michael Violet		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	02/08/2016		

OP \$165.00 3198586

Total Attachments: 6

source=VWR_Therapak - Trademark Security Agreement - EXECUTED_(39452569_1)#page1.tif

source=VWR_Therapak - Trademark Security Agreement - EXECUTED_(39452569_1)#page2.tif

source=VWR_Therapak - Trademark Security Agreement - EXECUTED_(39452569_1)#page3.tif

source=VWR_Therapak - Trademark Security Agreement - EXECUTED_(39452569_1)#page4.tif

source=VWR_Therapak - Trademark Security Agreement - EXECUTED_(39452569_1)#page5.tif

source=VWR_Therapak - Trademark Security Agreement - EXECUTED_(39452569_1)#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 22, 2016 (this “Agreement”), among Therapak, 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 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 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.

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 executed 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.

THERAPAK, LLC

By: 

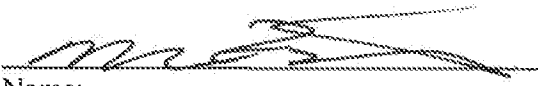
Name: James M. Kalinovich

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005726 FRAME: 0727

CITIBANK, N.A., as Collateral Agent

By: 

Name:

Title:

Michael Tortora
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005726 FRAME: 0728

Schedule I

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Therapak, LLC	Constantemp	3198586	January 16, 2007	January 16, 2017
Therapak, LLC	Duramark, Inc.	1970532	April 23, 1996	April 23, 2026
Therapak, LLC	Stonescreen	3019610	November 29, 2005	November 29, 2025
Therapak, LLC	Teartech	2472188	July 24, 2001	July 24, 2021
Therapak, LLC	Therapak	2496852	October 9, 2001	October 9, 2021
Therapak, LLC	Microstar	4884652	January 12, 2016	January 12, 2026

Schedule II

Trademark Applications

None.