

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401706

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NASCO SAMPLING LLC		08/31/2016	Limited Liability Company: DELAWARE
NASCO EDUCATION LLC		08/31/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CANTOR FITZGERALD SECURITIES, AS COLLATERAL AGENT
Street Address:	110 E. 59TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Partnership: NEW YORK
Composed Of:	<ul style="list-style-type: none"> • CFLP CFS I HOLDINGS, L.P., DELAWARE, Limited Partnership • CFGM CFS HOLDINGS, LLC, DELAWARE, Limited Liability Company

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1644334	TRANS-PAK
Registration Number:	1682924	PRO-SECT
Registration Number:	2020675	CLASSROOM CHALLENGER
Registration Number:	1888237	SCIQUEST
Registration Number:	1844361	BIOQUEST
Registration Number:	1881897	CHEMQUEST
Registration Number:	2296518	READY-OR-NOT TOT
Registration Number:	1120894	THE SLUDGE JUDGE
Registration Number:	0886960	NASCO
Registration Number:	0864758	NASCO-GUARD
Registration Number:	0852990	WHIRL-PAK
Registration Number:	1262085	THIO-BAG
Registration Number:	2033277	TECHQUEST
Registration Number:	3151893	STICKY SLIDE

OP \$615.00 1644334

Property Type	Number	Word Mark
Registration Number:	2522981	
Registration Number:	2253718	TEACHING TANK
Registration Number:	3919187	SAFETY-KUT
Registration Number:	3885887	BULK-KRYLIC
Registration Number:	4211520	ARTASTIC
Registration Number:	4271214	+1 STERILIZATION
Registration Number:	4322163	INQUIZAQUEST
Registration Number:	4727388	SIMLAB
Serial Number:	86731475	MICROSLIDE
Serial Number:	86761343	MAC-T

CORRESPONDENCE DATA

Fax Number: 9192868199

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.

Phone: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 37632.52

NAME OF SUBMITTER: John E. Slaughter, III

SIGNATURE: /John E. Slaughter, III/

DATE SIGNED: 10/12/2016

Total Attachments: 7

source=2016 IP Security Agreement - Nasco Sampling LLC and Nasco Education LLC to Cantor Fitzgerald Securities#page1.tif

source=2016 IP Security Agreement - Nasco Sampling LLC and Nasco Education LLC to Cantor Fitzgerald Securities#page2.tif

source=2016 IP Security Agreement - Nasco Sampling LLC and Nasco Education LLC to Cantor Fitzgerald Securities#page3.tif

source=2016 IP Security Agreement - Nasco Sampling LLC and Nasco Education LLC to Cantor Fitzgerald Securities#page4.tif

source=2016 IP Security Agreement - Nasco Sampling LLC and Nasco Education LLC to Cantor Fitzgerald Securities#page5.tif

source=2016 IP Security Agreement - Nasco Sampling LLC and Nasco Education LLC to Cantor Fitzgerald Securities#page6.tif

source=2016 IP Security Agreement - Nasco Sampling LLC and Nasco Education LLC to Cantor Fitzgerald Securities#page7.tif

Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the parties hereto are subject to the provisions of the Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between BNP Paribas, as First Lien Agent, and Cantor Fitzgerald Securities, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern and control.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 31, 2016 between each of the signatories hereto (collectively, the “**Grantor**”) in favor of **CANTOR FITZGERALD SECURITIES**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 2, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this

Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

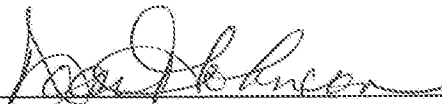
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

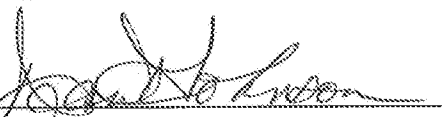
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

NASCO SAMPLING LLC, as a Grantor

By: 
Name: Dean T. Johnson
Title: President

NASCO EDUCATION LLC,
as a Grantor

By: 
Name: Dean T. Johnson
Title: President

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: _____ 

Name: **Shawn P. Matthews, CEO**

Title:



SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Owner</u>	<u>Title</u>	<u>Status/ Filing Date/ App. Serial No.</u>	<u>Reg. No./ Reg. Date</u>
Nasco Sampling LLC	TRANS-PAK	Registered Filed: 7/23/1990 Serial #: 74/080,526	Registered: 5/14/1991 Reg. #: 1,644,334
Nasco Education LLC	PRO-SECT	Registered Filed: 3/28/1991 Serial #: 74/152,169	Registered: 4/14/1992 Reg. #: 1,682,924
Nasco Education LLC	CLASSROOM CHALLENGER	Registered Filed: 11/20/1995 Serial #: 75/021,193	Registered: 12/3/1996 Reg. #: 2,020,675
Nasco Education LLC	SCIQUEST	Registered Filed: 9/18/1992 Serial #: 74/314,864	Registered: 4/11/1995 Reg. #: 1,888,237
Nasco Education LLC	BIOQUEST	Registered Filed: 9/18/1992 Serial #: 74/315,046	Registered: 7/12/1994 Reg. #: 1,844,361
Nasco Education LLC	CHEMQUEST	Registered Filed: 9/18/1992 Serial #: 74/314,865	Registered: 3/7/1995 Reg. #: 1,881,897
Nasco Education LLC	READY-OR-NOT TOT	Registered Filed: 6/11/1997 Serial #: 75/306,817	Registered: 11/30/1999 Reg. #: 2,296,518
Nasco Sampling LLC	THE SLUDGE JUDGE	Registered Filed: 4/24/1978 Serial #: 73/167,563	Registered: 6/26/1979 Reg. #: 1,120,894

Nasco Education LLC	NASCO	Registered Filed: 7/5/1967 Serial #: 72/275,343	Registered: 3/3/1970 Reg. #: 0,886,960
Nasco Education LLC	NASCO-GUARD	Registered Filed: 5/13/1968 Serial #: 72/297,927	Registered: 2/18/1969 Reg. #: 864,758
Nasco Sampling LLC	WHIRL-PAK	Registered Filed: 1/10/1968 Serial #: 72/288,471	Registered: 7/23/1968 Reg. #: 852,990
Nasco Sampling LLC	THIO-BAG	Registered Filed: 7/29/1981 Serial #: 73/321,201	Registered: 12/27/1983 Reg. #: 1,262,085
Nasco Education LLC	TECHQUEST	Registered Filed: 7/22/1994 Serial #: 74/552,388	Registered: 1/28/1997 Reg. #: 2,033,277
Nasco Education LLC	STICKY SLIDE	Registered Filed: 10/14/2004 Serial #: 78/499,877	Registered: 10/3/2006 Reg. #: 3,151,893
Nasco Education LLC	Teaching Tank Design	Registered Filed: 6/15/1998 Serial #: 75/502,285	Registered: 12/25/2001 Reg. #: 2,522,981
Nasco Education LLC	TEACHING TANK	Registered Filed: 6/15/1998 Serial #: 75/502,234	Registered: 6/15/1999 Reg. #: 2,253,718
Nasco Education LLC	SAFETY-KUT	Registered Filed: 4/20/2010 Serial #: 85/018,585	Registered: 2/15/2011 Reg. #: 3,919,187
Nasco Education LLC	BULK-KRYLIC	Registered Filed: 4/16/2010 Serial #: 85/015,568	Registered: 12/7/2010 Reg. #: 3,885,887

Nasco Education LLC	ARTASTIC	Registered Filed: 10/14/2011 Serial #: 85/447,508	Registered: 9/18/2012 Reg. #: 4,211,520
Nasco Sampling LLC	+1 STERILIZATION	Registered Filed: 4/24/2012 Serial #: 85/606,380	Registered: 1/8/2013 Reg. #: 4,271,214
Nasco Education LLC	INQUIZAQUEST	Registered Filed: 5/8/2012 Serial #: 85/619,843	Registered: 4/16/2013 Reg. #: 4,322,163
Nasco Education LLC	SIMLAB	Registered Filed: 9/16/2014 Serial #: 86/395,970	Registered: 4/28/2015 Reg. #: 4,727,388
Nasco Education LLC	MICROSLIDE	Pending Filed: 8/20/2015 Serial #: 86731475	N/A
Nasco Education LLC	MAC-T	Pending Filed: 9/18/2015 Serial #: 86761343	N/A