

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		03/24/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Essen Instruments, Inc.		
Street Address:	300 West Morgan Road		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48108		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4308524	CELLPLAYER	
Registration Number:	4437268	NUCLIGHT	
Registration Number:	4498800	CYTOLIGHT	
Registration Number:	4433293	I N C U C Y T E ZOOM	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	43111.00000		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	03/27/2017		

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Total Attachments: 3

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**RELEASE OF CONFIRMATORY GRANT
OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of March 24, 2017, by U.S. Bank National Association, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) in favor of Essen Instruments, Inc., a Michigan corporation (the "Company").

WHEREAS, the Company, the lenders party thereto (the "Lenders"), and the Secured Party, as one of the Lenders, administrative agent for the Lenders, and letter of credit issuer (in such capacity, the "Agent"), are all parties to a Credit Agreement dated as of March 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to extend to the Company certain credit accommodations;

WHEREAS, the Company has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of March 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of March 6, 2015 (the "Confirmatory Grant") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on the trademarks identified on Exhibit A hereto (the "Trademark Collateral");

WHEREAS, the Confirmatory Grant was recorded with the United States Patent and Trademark Office against the Trademark Collateral on March 9, 2015 at Reel number 5473 and Frame number 0454; and

WHEREAS, the Company has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

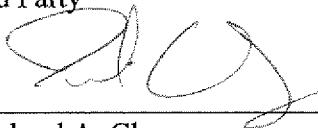
1) Definitions. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement, the Security Agreement, or the Confirmatory Grant, as the case may be.

2) Termination and Release of Security Interest. The Secured Party hereby terminates, releases, and discharges its security interest in and liens on the Trademark Collateral, including, without limitation, the trademarks listed on Exhibit A hereto, and the Secured Party hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such trademarks, effective as of the date set forth above.

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IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party


By:  _____

Name: Richard A. Clemmerson

Title: Senior Vice President

Exhibit A

Schedule of Trademarks

Title and Status	Application and Registration Information
CELLPLAYER Registered	App 85681252 App 19-JUL-2012 Reg 4308524 Reg 26-MAR-2013
NUCLIGHT Registered	App 85659281 App 22-JUN-2012 Reg 4437268 Reg 19-NOV-2013
CYTOLIGHT Registered	App 85659298 App 22-JUN-2012 Reg 4498800 Reg 18-MAR-2014
INCUCYTE ZOOM INCUCYTE  Registered	App 85583269 App 29-MAR-2012 Reg 4433293 Reg 12-NOV-2013