

07-15-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



102791796

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

IBA S&I International, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other Delaware

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 06/14/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,

Internal Address: as Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
 SEE ATTACHED SCHEDULE I

B. Trademark Registration No.(s) _____
 SEE ATTACHED SCHEDULE I

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tina Qualls

Internal Address:

Corporation Service Company

Street Address:

1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 3.41): \$ 7150.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Signature

07/06/2004

Date

Total number of pages including cover sheet, attachments, and document:

9

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

07/14/2004 MBETACHE 00000103 73189937

01 FC:8521
02 FC:852240.00 OP
675.00 OP

07-09-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #11

TRADEMARK
 REEL: 003007 FRAME: 0873

ITEM 1 (cont'd)

Additional Conveying Parties

Ion Beam Applications, Inc.

IBS S&I, Inc.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

Mark	Application No.	Filing Date	Registration No.	Registered	Owner
VACUGAS	73/189,937	10/19/78	1,140,993	10/28/80	IBA S&I International, Inc.
STERIGENICS (and Design)	75/517,135	7/10/98	2,274,307	8/31/99	Ion Beam Applications, Inc.
(Design only)	75/517,131	7/10/98	2,274,306	8/31/99	Ion Beam Applications, Inc.
(Design only)	75/517,130	7/10/98	2,251,536	6/8/99	Ion Beam Applications, Inc.
STERIGENICS (and Design)	75/517,047	7/10/98	2,249,764	6/1/99	Ion Beam Applications, Inc.
ELECTROSTAT	75/508,432	6/25/98	2,330,298	3/14/00	Ion Beam Applications, Inc.
MINI CELL	75/496,272	6/3/98	2,632,070	10/8/02	Ion Beam Applications, Inc.
EXCELL	75/495,561	6/3/98	2,717,652	5/20/03	Ion Beam Applications, Inc.
STERIGENICS	75/494,932	6/2/98	2,247,799	5/25/99	Ion Beam Applications, Inc.
STERIPRO	75/494,839	6/2/98	2,294,781	11/23/99	Ion Beam Applications, Inc.
STERIGENICS	75/494,832	6/2/98	2,275,902	9/7/99	Ion Beam Applications, Inc.
GAMMASTAT	75/031,303	11/14/95	2,017,700	11/19/96	Ion Beam Applications, Inc.
PURELY BY CHOICE	74/499,047	3/10/94	1,993,852	8/13/96	Ion Beam Applications, Inc.
EOSTAT			2,839,257	5/4/04	IBA S&I, Inc.

U.S. Trademark Applications:

Mark	Application No.	Filing Date	Registration No.	Registered	Owner
STERIDIRECT (Block Letters)	78/334,392	12/1/03			Ion Beam Applications, Inc.
SURGICYCLE (Block Letters)	78/329,332	11/18/03			Ion Beam Applications, Inc.
THE WORLD'S BEST DEFENSE GUARDION (and Design)	78/276,311	7/18/03			Ion Beam Applications, Inc.
THE WORLD'S BEST DEFENSE GUARDION (and Design)	78/276,310	7/18/03			Ion Beam Applications, Inc.
THE WORLD'S BEST DEFENSE GUARDION (and Design)	78/276,301	7/18/03			Ion Beam Applications, Inc.
O.R. CYCLE	78/276,168	7/18/03			Ion Beam Applications, Inc.
O.R. CYCLE	78/276,162	7/18/03			Ion Beam Applications, Inc.
WEBVANTAGE	78/245,828	5/5/03			Ion Beam Applications, Inc.
WEBADVANTAGE	78/245,785	5/5/03			Ion Beam Applications, Inc.
FERTILE MINDS. STERILE SOLUTIONS.	76/527,405	6/23/03			Ion Beam Applications, Inc.
(Design only)	76/527,404	6/23/03			Ion Beam Applications, Inc.
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Mark	Application No.	Filing Date	Registration No.	Registered	Owner
S (and Design)	76/527,402	6/23/03			Ion Beam Applications, Inc.
RAPREX	76/519,390	6/4/03			Ion Beam Applications, Inc.

Trademark Security Agreement

Trademark Security Agreement, dated as of June 14, 2004, by Sterigenics International, Inc., a Delaware corporation (the "Borrower"), IBA S&I International, Inc., a Delaware corporation, and Ion Beam Applications, Inc., a Delaware corporation (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

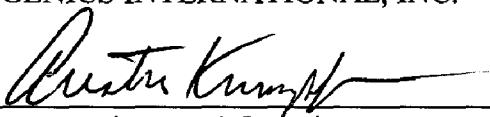
SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

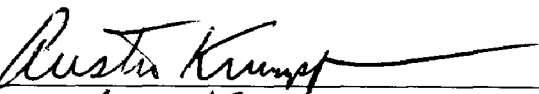
STERIGENICS INTERNATIONAL, INC.

By: 
Name: Austin Krumpes
Title: Authorized Representative

IBA S&I INTERNATIONAL, INC.

By: 
Name: Austin Krumpes
Title: Authorized Representative

ION BEAM APPLICATIONS, INC.

By: 
Name: Austin Krumpes
Title: Authorized Representative

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

Wilfred V. Saint
Director
Banking Products
Services, US

By: _____

Name:

Title:

By: _____

Name:

Title:

Juan Zuniga
Associate Director
Banking Products Services, US

Trademark Security Agreement

TRADEMARK
REEL: 003007 FRAME: 0881

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
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