

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sterigenics U.S., LLC		03/25/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2883082	CYCLEONE
Registration Number:	2839257	EOSTAT
Registration Number:	2017700	GAMMASTAT
Registration Number:	3033418	RAPREX
Registration Number:	2878762	S
Registration Number:	2905218	STERIDIRECT
Registration Number:	2247799	STERIGENICS
Registration Number:	2294781	STERIPRO
Registration Number:	2901835	SURGICYCLE
Registration Number:	3170701	WEBVANTAGE
Registration Number:	3000709	THE WORLD'S BEST DEFENSE GUARDION

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

**900187592**

**TRADEMARK  
 REEL: 004506 FRAME: 0078**

**OP \$290.00 2883082**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-3175  
Email: jmull@stblaw.com  
Correspondent Name: Parijat Sharma  
Address Line 1: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1566
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	03/25/2011

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 25, 2011 is made by STERIGENICS U.S., LLC, a Delaware limited liability company, located at 2015 Spring Road, Suite 650, Oak Brook, Illinois 60523 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, Texas 77252, as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 25, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among STHI HOLDING CORP., a Delaware corporation, as the borrower (the "Borrower") and STHI INTERMEDIATE HOLDING CORP., a Delaware corporation, as holdings ("Holdings"), and the other agents parties thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Grantor and certain other subsidiaries of the Borrower, Borrower and Holdings have executed and delivered a Guarantee and Collateral Agreement, dated as of March 25, 2011 in favor of the Agent for the benefit of the Secured Parties (as defined therein) (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

**SECTION 2. Grant of Security Interest.** Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), subject to the terms and conditions of the Guarantee and Collateral Agreement (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The

Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Termination. Upon satisfaction of the Obligations in accordance with the provisions of the Credit Agreement, Agent shall promptly execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Collateral under this Agreement. Upon the sale or disposition of any Collateral, the security interest in such Collateral shall be automatically released and terminated to the extent such sale or disposition is expressly permitted under the Credit Agreement, and at such time, Agent will authorize the filing of appropriate termination statements to terminate such security interest.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STERIGENICS U.S., LLC  
as Grantor

By: 

Name: Frederick Ruegsegger

Title: Vice President and Assistant Treasurer

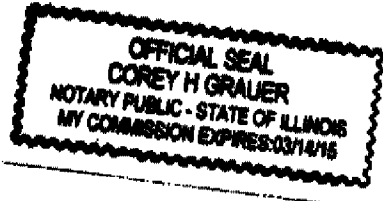
ACKNOWLEDGMENT OF GRANTOR

STATE OF *Illinois* )  
COUNTY OF *DeKalb* )<sup>SS</sup>

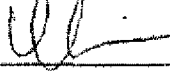
On the 22nd day of March, 2011, before me personally came Frederick Rueggeger, who is personally known to me to be the Vice President and Assistant Treasurer of STERIGENICS U.S., LLC, a Delaware, limited liability company; who, being duly sworn, did depose and say that he is the VP & Asst. Treasurer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the members of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

*CHM*  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: **Vanessa Chiu**  
Title: **Executive Director**

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
COUNTY OF New York ) ss



On the 22 day of March, 2011 before me personally came Vanessa Ziv, who is personally known to me to be the Executive Director of JP MORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Edeline C. Adderley  
Notary Public EDELINE C. ADDERLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2014  
(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Sterigenics U.S., LLC	78/192939	2883082	CYCLEONE
Sterigenics U.S., LLC	78/192942	2839257	EOSTAT
Sterigenics U.S., LLC	75/031303	2017700	GAMMASTAT
Sterigenics U.S., LLC	76/519390	3033418	RAPREX
Sterigenics U.S., LLC	76/527402	2878762	S LOGO 
Sterigenics U.S., LLC	78/334392	2905218	STERIDIRECT
Sterigenics U.S., LLC	75/494932	2247799	STERIGENICS
Sterigenics U.S., LLC	75/494839	2294781	STERIPRO
Sterigenics U.S., LLC	78/329332	2901835	SURGICYCLE
Sterigenics U.S., LLC	78/599819	3170701	WEBVANTAGE
Sterigenics U.S., LLC (as successor in interest to Ion Beam Applications, Inc.) <sup>1</sup>	78/276301	3000709	THE WORLD'S BEST DEFENSE GUARDION 

**Exclusive Licenses in U.S. Trademark Registrations and Applications**

None.

<sup>1</sup> Company to file appropriate chain of title documentation at the USPTO.