

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	150 4th Avenue, North		
Internal Address:	2nd Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	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			

OP \$290.00 2883082

900187582

TRADEMARK
REEL: 004506 FRAME: 0248

Fax Number: (212)455-2502

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

Phone: (212) 455-3175

Email: jnull@stblaw.com

Correspondent Name: Parijat Sharma

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509335/1666

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 U.S. BANK NATIONAL ASSOCIATION, a national banking association, located at 150 4th Avenue, North, Second Floor, Nashville, Tennessee 37219, as collateral agent (in such capacity, and together with its successors in such capacity, the "Agent") for the Secured Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of March 25, 2011, (as amended, supplemented or otherwise modified from time to time, the "Indenture") among STHI HOLDING CORP., a Delaware corporation (the "Issuer") and STHI INTERMEDIATE HOLDING CORP., a Delaware corporation, as parent guarantor ("Parent"), the other guarantors named therein, U.S. Bank National Association, as trustee, and the Agent, the Issuer has issued its 8% Senior Secured Notes due 2018 (the "Notes")

WHEREAS, in connection with the Indenture, Grantor and certain other subsidiaries of the Issuer, Issuer and Parent have executed and delivered a Security 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 "Security Agreement");

WHEREAS, pursuant to the Security 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 as a condition precedent to the issuance of the Notes, 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 Indenture and the Security 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 Security 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 Security Agreement and is expressly subject to the terms and conditions thereof. The Security 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 Indenture and the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. Upon satisfaction of the Obligations in accordance with the provisions of the Indenture, 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 Indenture, 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

Signature page to Grant of Security Interest in Trademark Rights (2d Lien)

TRADEMARK
REEL: 004506 FRAME: 0252

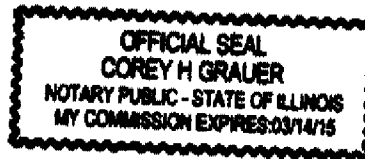
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF DeKalb)^{SS}

On the 22nd day of March, 2011, before me personally came Frederick Ruegsegger, 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.

GA. M
Notary Public

(PLACE STAMP AND SEAL ABOVE)



1
U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

By: Wally Jones
Name: WALLY JONES
Title: VICE PRESIDENT

2


Signature page to Grant of Security Interest in Trademark Rights (Second Lien)

TRADEMARK
REEL: 004506 FRAME: 0254

ACKNOWLEDGMENT OF COLLATERAL AGENT



STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON

On the ____ day of March, 2011 before me personally came WALLY JONES, who is personally known to me to be the VICE PRESIDENT of U.S. BANK NATIONAL ASSOCIATION, a national banking association; who, being duly sworn, did depose and say that she/he is the VICE PRESIDENT 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.


Notary Public



SCHEDULE A
U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
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.) ¹	78/276301	3000709	THE WORLD'S BEST DEFENSE GUARDION 

Exclusive Licenses in U.S. Trademark Registrations and Applications

None.

¹ Company to file appropriate chain of title documentation at the USPTO.