

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

| | |
|--|---|
| 1. Name of conveying party(ies): Mirion Technologies, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>Credit Suisse AG, Cayman Islands Branch</u> Internal _____ Address: _____ Street Address: <u>11 Madison Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10010</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>Switzerland</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) |
| 3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>March 30, 2012</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ | 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ See attached sheet Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____ |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Angela Amaru c/o Latham & Watkins</u> Internal Address: _____ _____ Street Address: <u>885 Third Avenue</u> _____ City: <u>New York</u> State: <u>New York</u> Zip: <u>10022</u> Phone Number: <u>212-906-1216</u> Fax Number: <u>212-751-4864</u> Email Address: <u>angela.amaru@lw.com</u> | 6. Total number of applications and registrations involved: 13 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>340.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number <u>501988</u> Authorized User Name <u>Angela Amaru</u> |
| 9. Signature: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> _____ Signature _____ Name of Person Signing </div> <div style="width: 35%;"> _____ Date 3/29/2012 </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> _____ Angela M. Amaru </div> <div style="width: 35%;"> Total number of pages including cover sheet, attachments, and document: 8 </div> </div> | |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$340.00 501988 3894304

Continuation of the information in Item 1:

Name of Conveying Parties (continued):

Mirion Technologies (IST) Corporation, a New York Corporation

Mirion Technologies (MGPI), Inc., a Delaware Corporation

Continuation of the information in Item 4:

Trademark Registration Numbers:

| Registrant | Mark | Registration No. Registration Date |
|--|-----------------------|---------------------------------------|
| Mirion Technologies, Inc. | INSTADOSE | 3894304 12/21/2010 |
| Mirion Technologies, Inc. | MIRION | 3923588 2/22/2011 |
| Mirion Technologies, Inc. | MIRION Logo Design | 3917485 2/08/2011 |
| Mirion Technologies (IST) Corporation | BEDBUG | 1434570 3/31/1987 |
| Mirion Technologies (IST) Corporation | IST & Circular Design | 1706388 8/11/1992 |
| Mirion Technologies (IST) Corporation | IST CONAX NUCLEAR | 2399578 10/31/2000 |
| Mirion Technologies (IST) Corporation | IST-QUADTEK | 2399577 10/31/2000 |
| Mirion Technologies (IST) Corporation | LYNX | 2069656 6/10/1997 |
| Mirion Technologies (IST) Corporation | QUADTEK | 1501969 8/30/1988 |
| Mirion Technologies (MGPI), Inc. | RADLOCK | 3502483 9/16/2008 |
| Mirion Technologies (IST) Corporation | REES | 3153003 10/10/2006 |
| Mirion Technologies (IST) Corporation | SPYROMETER | 2117556 12/2/1997 |
| Mirion Technologies (MGPI), Inc. | MGP INSTRUMENTS Logo | 1966436 4/9/1996 |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 30, 2012, is made by MIRION TECHNOLOGIES, INC., a Delaware corporation, MIRION TECHNOLOGIES (IST) CORPORATION, a New York corporation, and MIRION TECHNOLOGIES (MGPI), INC., a Delaware corporation, (each, a "Grantor"), in favor of and for the benefit of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, the Administrative Agent, the Issuing Banks, the Syndication Agent, the Borrower and the Lenders have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which, among other things, the Revolving Lenders have extended Revolving Commitments to make Revolving Loans to the Borrower, the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower and/or its Subsidiaries and the Term Lenders have agreed to make Term Loans to the Borrower, in each case subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") of even date herewith;

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 11(e) of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) of such Grantor to secure the Secured Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans under the Credit Agreement and to induce the Issuing Banks to issue Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the Grantors hereby agree with the Administrative Agent for its benefit and the benefit of the Secured Parties as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. Each Grantor, in order to secure its Secured Obligations, hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired by such Grantor and wherever located, in and to any and all of the following (the "Trademark Collateral"):

(a) all trademarks and service marks, trade name, corporate names, company names, business names, fictitious business names, trade styles, logos, and any other designs or sources of business identifiers, indicia of origin or similar devices, all registrations with respect thereto and all applications with respect to the foregoing (including those registrations and applications listed in Schedule I), and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated with any and all of the foregoing, throughout the world, in each case whether now or hereafter existing, together with all rights and interests associated with the foregoing, including, without limitation, all rights to sue and otherwise recover for any past, present or future infringement, dilution, or other violations of any of the foregoing, or for any injury to the goodwill associated therewith, and all corresponding rights throughout the world;

(b) all proceeds of the foregoing (including, without limitation, royalties, income and payments);

provided, that, notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (and the Trademark Collateral shall not include) any intent-to-use trademark application prior to the filing of an amendment to allege use or a statement of use with respect thereto, to the extent and for so long as creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral of such Grantor with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each other Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens; Termination of Agreement. Upon (a) the disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party, and all rights to the Collateral as shall not have been sold or otherwise applied pursuant to the terms of the Credit Agreement shall revert to the applicable Grantor. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the

consummation of any sale or other transfer of the Equity Interest of such Grantor that is permitted under the Credit Agreement to any Person that is not a Loan Party and as a result of which such Grantor ceases to be a Domestic Subsidiary. Upon any such disposition or termination, the Administrative Agent will, at the applicable Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article IX thereof.

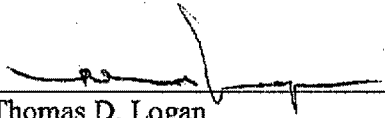
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. The delivery of an executed counterpart of a signature page to this Agreement by telecopy, facsimile or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. This Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.


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

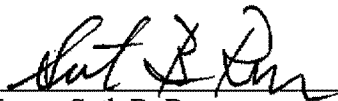
MIRION TECHNOLOGIES, INC.,
as a Grantor

By: 
Name: Thomas D. Logan
Title: President & CEO

MIRION TECHNOLOGIES (IST)
CORPORATION,
as a Grantor

By: 
Name: Seth B. Rosen
Title: Secretary

MIRION TECHNOLOGIES (MGPI), INC.,
as a Grantor

By: 
Name: Seth B. Rosen
Title: Secretary

[Trademark Security Agreement]


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TRADEMARK
REEL: 004746 FRAME: 0634

ACKNOWLEDGED BY:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: 
Name: **BILL O'DALY**
Title: **DIRECTOR**

By: 
Name: **Tyler R. Smith**
Title: **Associate**

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

| Registrant | Mark | Serial No. Filing Date | Registration No. Registration Date |
|--|-----------------------|---------------------------|---------------------------------------|
| Mirion Technologies, Inc. | INSTADOSE | 77473492 5/13/2008 | 3894304 12/21/2010 |
| Mirion Technologies, Inc. | MIRION | 77542813 8/8/2008 | 3923588 2/22/2011 |
| Mirion Technologies, Inc. | MIRION Logo Design | 77542864 8/8/2008 | 3917485 2/08/2011 |
| Mirion Technologies (IST) Corporation | BEDBUG | 73614955 8/15/1986 | 1434570 3/31/1987 |
| Mirion Technologies (IST) Corporation | IST & Circular Design | 74177905 6/20/1991 | 1706388 8/11/1992 |
| Mirion Technologies (IST) Corporation | IST CONAX NUCLEAR | 75727142 6/10/1999 | 2399578 10/31/2000 |
| Mirion Technologies (IST) Corporation | IST-QUADTEK | 75727141 6/10/1999 | 2399577 10/31/2000 |
| Mirion Technologies (IST) Corporation | LYNX | 75126720 6/28/1996 | 2069656 6/10/1997 |
| Mirion Technologies (IST) Corporation | QUADTEK | 73644622 2/13/1987 | 1501969 8/30/1988 |
| Mirion Technologies (MGPI), Inc. | RADLOCK | 77170173 5/1/2007 | 3502483 9/16/2008 |
| Mirion Technologies (IST) Corporation | REES | 78580009 3/4/2005 | 3153003 10/10/2006 |
| Mirion Technologies (IST) Corporation | SPYROMETER | 75126718 6/28/1996 | 2117556 12/2/1997 |
| Mirion Technologies (MGPI), Inc. | MGP INSTRUMENTS Logo | 74606831 12/5/1994 | 1966436 4/9/1996 |

Pending Trademark Applications

None.

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