

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341570

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sterigenics U.S., LLC		05/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	270 PARK AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2883082	CYCLEONE	
<b>Registration Number:</b>	2839257	EOSTAT	
<b>Registration Number:</b>	2017700	GAMMASTAT	
<b>Registration Number:</b>	2878762	S	
<b>Registration Number:</b>	2247799	STERIGENICS	
<b>Registration Number:</b>	4499133	STERIGENICS GPS GLOBAL PROCESSING STATUS	
<b>Registration Number:</b>	4499132	STERIGENICS GPS GLOBAL PROCESSING STATUS	
<b>Registration Number:</b>	2294781	STERIPRO	
<b>Registration Number:</b>	2901835	SURGICYCLE	
<b>Registration Number:</b>	2905218	STERIDIRECT	
<b>Registration Number:</b>	4499134	STERIGENICS GPS	
<b>Serial Number:</b>	86505841	VERICYCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128225178		
<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>			
<b>Phone:</b>	2125305178		
<b>Email:</b>	lkass@milbank.com		
<b>Correspondent Name:</b>	Milbank, Tweed, Hadley & McCloy, LLP		

CH \$315.00 2883082

**Address Line 1:** 28 Liberty Street  
**Address Line 2:** c/o Lawrence Kass  
**Address Line 4:** NEW YORK, NEW YORK 10005

**ATTORNEY DOCKET NUMBER:** 32643.02500

**NAME OF SUBMITTER:** Lawrence Kass

**SIGNATURE:** /s/ Lawrence Kass

**DATE SIGNED:** 05/16/2015

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2015 (this “Agreement”), among STERIGENICS U.S., LLC (the “Grantor”) and JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of May 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among STERIGENICS-NORDION TOPCO, LLC, a Delaware limited company (“Holdings”), STERIGENICS-NORDION HOLDINGS, LLC (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent and (b) the Collateral Agreement dated of May 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, Holdings, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STERIGENICS U.S., LLC, as Grantor

By:




Name: Daniel Watanapongse  
Title: Chief Financial Officer and  
Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005518 FRAME: 0125**

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



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

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005518 FRAME: 0126**

Schedule I

TRADEMARKS

<b>Trademark</b>	<b>Registered Owner/Applicant</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
CYCLEONE	Sterigenics U.S., LLC	78/192939 2883082	12/10/02 9/7/04
EOSTAT	Sterigenics U.S., LLC	78/192942 2839257	12/10/02 5/4/04
GAMMASTAT	Sterigenics U.S., LLC	75/031303 2017700	11/14/95 11/19/96
S LOGO 	Sterigenics U.S., LLC	76/527402 2878762	6/23/03 8/31/04
STERIGENICS	Sterigenics U.S., LLC	75/494932 2247799	6/2/98 5/25/99
STERIGENICS GPS GLOBAL PROCESSING STATUS	Sterigenics U.S., LLC	85/778207 4499133	11/13/12 3/18/14
STERIGENICS GPS GLOBAL PROCESSING STATUS AND DESIGN 	Sterigenics U.S., LLC	85/778202 4499132	11/13/12 3/18/14
STERIPRO	Sterigenics U.S., LLC	75/494839 2294781	6/2/98 11/23/99
SURGICYCLE	Sterigenics U.S., LLC	78/329332 2901835	11/18/03 11/9/04
VERICYCLE	Sterigenics U.S., LLC	86/505841	1/16/15
STERIDIRECT	Sterigenics U.S., LLC	78/3343392 2905218	12/1/03 11/23/04
STERIGENICS GPS	Sterigenics U.S., LLC	85/778214 4499134	11/13/12 3/18/14