

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NELSON LABORATORIES, INC.		04/01/2016	Corporation:
RECEIVING PARTY DATA			
Name:	wilmington trust, national association (AS NOTES COLLATERAL AGENT)		
Street Address:	Rodney Square North, 1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4671346	BECAUSE EVERY TEST MATTERS	
Registration Number:	3891385	NELSON LABORATORIES	
Registration Number:	3847753	NELSON LABORATORIES	
Registration Number:	3936528	THE SCIENCE OF SUCCESS	
Registration Number:	4087894	NELSONHOPE	
CORRESPONDENCE DATA			
Fax Number:	2022638535		
<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>			
Phone:	202-835-7500		
Email:	DCIP@milbank.com		
Correspondent Name:	edward j. mayle, Milbank tweed		
Address Line 1:	1850 K st, nw		
Address Line 2:	suite 1100		
Address Line 4:	washington dc, D.C. 20006		
NAME OF SUBMITTER:	Edward j. mayle		
SIGNATURE:	/Edward J. Mayle/		
DATE SIGNED:	04/01/2016		
Total Attachments: 5			

CH \$140.00 4671346

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TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2016 (this “Agreement”), among NELSON LABORATORIES, INC. (the “Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent (in such capacity, the “Notes Collateral Agent”).

Reference is made to (a) the Indenture dated as of April 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”) among STERIGENICS-NORDION TOPCO, LLC, a Delaware limited liability company (“Initial Holdings”), STERIGENICS-NORDION HOLDINGS, LLC (the “Issuer”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee and Notes Collateral Agent and (b) the Collateral Agreement dated of April 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Issuer, the other Grantors from time to time party thereto, Initial Holdings, and the Notes Collateral Agent. 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 Notes Obligations, the Grantor hereby grants to the Notes 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 6.13 of the Collateral Agreement, upon the occurrence of a Termination Event (other than those provisions in the Indenture expressly contemplated to survive a Termination Event and any contingent obligations not yet due and owing under Sections 7.07 and 8.06 of the Indenture and Article II of the Indenture), the security interest granted herein shall terminate and the Notes 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 Notes 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.

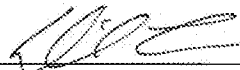
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

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

NELSON LABORATORIES, INC., as
Grantor

By: 
Name: Daniel Lantry
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005763 FRAME: 0979

WILMINGTON TRUST, NATIONAL
ASSOCIATION, solely in its capacity as
Notes Collateral Agent

By: W.T. Morris II
Name: W. Thomas Morris II
Title: Vice President

Schedule I

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
BECAUSE EVERY TEST MATTERS	Nelson Laboratories, Inc.	86/305614 4671346	6/10/2014 1/13/2015
NELSON LABORATORIES	Nelson Laboratories, Inc.	77/934480 3891385	2/12/2010 12/14/2010
NELSON LABORATORIES	Nelson Laboratories, Inc.	77/934325 3847753	2/12/2010 9/14/2010
THE SCIENCE OF SUCCESS	Nelson Laboratories, Inc.	77/934592 3936528	2/12/2010 3/29/2011
NELSONHOPE	Nelson Laboratories, Inc.	85/347095 4087894	6/15/2011 1/17/2012