

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NELSON LABORATORIES, LLC		05/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	383 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
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:	2128225096		
<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>			
Email:	nbrowand@milbank.com		
Correspondent Name:	MILBANK, TWEED, HADLEY & MCCLOY LLP		
Address Line 1:	28 LIBERTY STREET		
Address Line 2:	ATTN: NATHANIEL T. BROWAND		
Address Line 4:	NEW YORK, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	57000.41400		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		
DATE SIGNED:	06/07/2016		

CH \$140.00 4671346

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2016 (this “Agreement”), among Nelson Laboratories, 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.

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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, LLC, as Grantor

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005808 FRAME: 0024

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



By: _____
Name: Vanessa Chiu
Title: Executive Director

[Signature Page to Trademark Security Agreement]

Schedule I

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
BECAUSE EVERY TEST MATTERS	Nelson Laboratories, Inc. ¹	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

¹ Note: Nelson Laboratories, LLC is the successor in interest to Nelson Laboratories, Inc., a Utah Corporation. Nelson Laboratories, Inc. merged with and into Nelson Laboratories, LLC on May 19, 2016.