TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canberra UK Limited		09/30/2016	Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3882132	ICAM

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F165888
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/10/2016

Total Attachments: 5
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FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), dated as of September 30, 2016, is made by Canberra UK Limited, a private limited company incorporated under the laws of England and Wales (the "**Grantor**"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, together with its successors and assigns, the "**Agent**") for the several banks and other financial institutions (the "**Lenders**") from time to time parties to the First Lien Credit Agreement, dated as of March 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Mirion Technologies (HoldingRep), Ltd. (formerly known as Heisenberg UK3 Limited), a limited liability company incorporated in England and Wales with company number 9299670 ("**Holdings**"), Mirion Technologies (Global), Ltd. (formerly known as Heisenberg UK4 Limited), a limited liability company incorporated in England and Wales with company number 9300420 ("**Intermediate UK Holdings**"), Mirion Technologies (USA), LLC, a Delaware limited liability company ("**Merger Sub Parent**"), Mirion Technologies (Finance), LLC, a Delaware limited liability company (the "**Parent Borrower**"), Heisenberg MergerSub, Inc., a Delaware corporation ("**Merger Sub**" and, at any time prior to the consummation of the Merger, the "**U.S. Subsidiary Borrower**"), to be merged with and into Mirion Technologies, Inc., a Delaware corporation (the "**Company**" and upon and at any time after the consummation of the Merger, "**U.S. Subsidiary Borrower**" and together with the Parent Borrower, the "**Borrowers**"), the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent, the Collateral Agent and a Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Intermediate UK Holdings, the Borrowers and the other Restricted Subsidiaries, and one or more Lenders or Affiliates of Lenders may enter into (x) Secured Cash Management Agreements with Holdings, Intermediate UK Holdings, the Parent Borrower and/or their Restricted Subsidiaries or (y) Secured Hedge Agreements with the applicable Borrower and/or any Restricted Subsidiary;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of March 31, 2015 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Letter of Credit Issuers to issue Letters of Credit for the account of Intermediate UK Holdings, the Borrowers and the other Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into (x) Secured Cash Management Agreements with Holdings, Intermediate UK Holdings, the Parent Borrower and/or their Restricted Subsidiaries or (y) Secured Hedge Agreements with the applicable Borrower and/or any Restricted Subsidiary, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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 Credit Agreement and the Security Agreement, as applicable.

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 that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such

Trademarks and the right to receive all Proceeds therefrom (collectively, the "**Collateral**"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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.

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 Credit Agreement 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.

5. 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.

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

TRADEMARK
REEL: 005896 FRAME: 0413

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.

CANBERRA UK LIMITED,
as Grantor

By: _____
Name: Jean-Bernard Koehl
Title: Director

[First Lien Grant of Security Interest in Trademark Rights]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: _____
Name: William O'Daly
Title: Authorized Signatory

By: _____
Name: D. Andrew Maletta
Title: Authorized Signatory

[First Lien Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrations:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Canberra UK Limited	77/724202	3882132	ICAM