

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANBERRA UK LIMITED		08/23/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3882132	ICAM	
CORRESPONDENCE DATA			
Fax Number:	7136220220		
<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:	713-622-7005		
Email:	ttumey@tumeyllp.com		
Correspondent Name:	Tod Tumey		
Address Line 1:	P.O Box 22188		
Address Line 4:	Houston, TEXAS 77227-2188		
NAME OF SUBMITTER:	John Ross Flynt		
SIGNATURE:	/rflynt/		
DATE SIGNED:	10/18/2016		
Total Attachments: 21			
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Dated 23 August 2016

CANBERRA UK LIMITED
as Chargor

- and -

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

SECOND LIEN DEBENTURE

Paul Hastings (Europe) LLP
Ten Bishops Square
Eighth Floor
London E1 6EG

Tel: +44 20 3023 5100
Fax: +44 20 3023 5109
Ref: 78652.00042

CONTENTS

Clause	Page
1. Definitions and Interpretation	1
2. Covenant to Pay	8
3. Common Provisions	8
4. Fixed Security	8
5. Floating Charge	10
6. Representations	11
7. Provisions as to Security and Perfection	12
8. Further Assurance	15
9. Shares and Investments	16
10. Accounts	19
11. Monetary Claims	19
12. Insurances	20
13. Real Property	20
14. General Undertakings	22
15. Enforcement of Security	22
16. Extension of Powers and Right of Appropriation	23
17. Appointment of Receiver or Administrator	24
18. Powers of Receivers	25
19. Application of Proceeds	26
20. Protection of Purchasers	26
21. Power of Attorney	27
22. Effectiveness of Security	27
23. Prior Security Interests	30
24. Subsequent Security Interests	31
25. Suspense Accounts and Currency Conversion	31
26. Release of Security	31
27. Assignment	32
28. Discretion and Delegation	32
29. Collateral Agent	32
30. Counterparts	33
31. Governing Law	33
32. Jurisdiction	33

TABLE OF CONTENTS
(continued)

	Page
Schedule 1 Intellectual Property.....	35
Schedule 2 Form of Notice of Security to Account Bank	36
Schedule 3 Form of Notice of Assignment of Insurance Policy	39

THIS SECOND LIEN DEBENTURE is made by way of deed on 23 August 2016

BY:

- (1) **CANBERRA UK LIMITED**, a private limited company incorporated under the laws of England and Wales whose registered address is at Building 528.10 Unit 1, Harwell Science and Innovation Campus, Didcot, Oxfordshire, OX11 0DF, with registered number 03640077 (the "**Chargor**"); and
- (2) **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, whose registered address is at Eleven Madison Avenue, New York, New York 10010, United States of America as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to the Credit Agreement referred to below, the "**Collateral Agent**") and trustee for each of the Secured Parties (as defined in the Credit Agreement referred to below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Second Lien Debenture:

"**Account**" means each of the accounts opened or maintained by the Chargor with the Collateral Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby.

"**Administration Event**" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to the Chargor; or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of the Chargor or the filing of such a notice with the court.

"**Charged Assets**" means all of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Collateral Agent by or pursuant to this Second Lien Debenture.

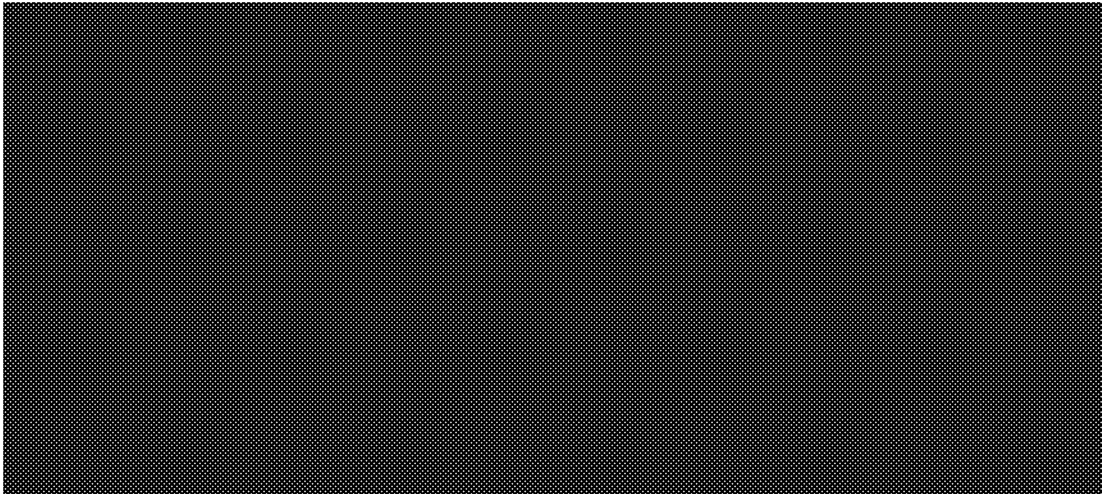
"**Collateral Rights**" means all rights, powers and remedies of the Collateral Agent provided by or pursuant to this Second Lien Debenture or by law.

"**Credit Agreement**" means the second lien credit agreement dated 31 March 2015 between, *inter alios*, Mirion Technologies (USA), LLC (formerly known as Heisenberg USBidco LLC Midco Inc.), and the Collateral Agent, as amended, varied, novated or supplemented from time to time.

"**First Lien Collateral Agent**" means Credit Suisse AG, Cayman Islands Branch acting in its capacity as first lien collateral agent.



"Intellectual Property" means the intellectual property specified in Schedule 1 (*Intellectual Property*) and any patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which the Chargor may from time to time have an interest.



2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor covenants with the Collateral Agent that it shall, on demand of the Collateral Agent (provided that such demand is made in accordance with the Credit Agreement) pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

2.2 Ranking

Any Security created by this Second Lien Debenture and any rights conferred on any Secured Party by this Second Lien Debenture are expressly subject to the terms of the Intercreditor Agreement, notwithstanding the fact that any Security created by this Second Lien Debenture is expressed to be created on a first ranking basis.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

3.1.1 All the Security constituted by or pursuant to this Second Lien Debenture is:

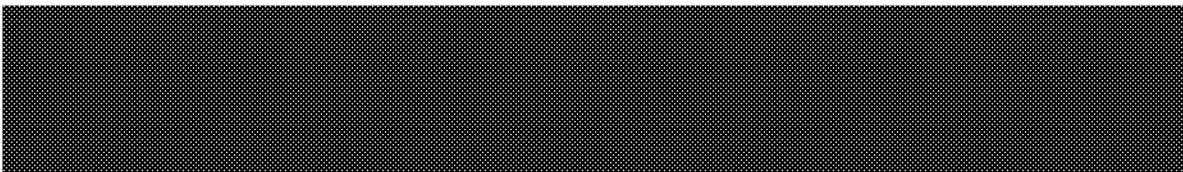
- (a) created with full title guarantee;
- (b) created in favour of the Collateral Agent as trustee for the Secured Parties and the Collateral Agent shall hold the benefit of this Second Lien Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

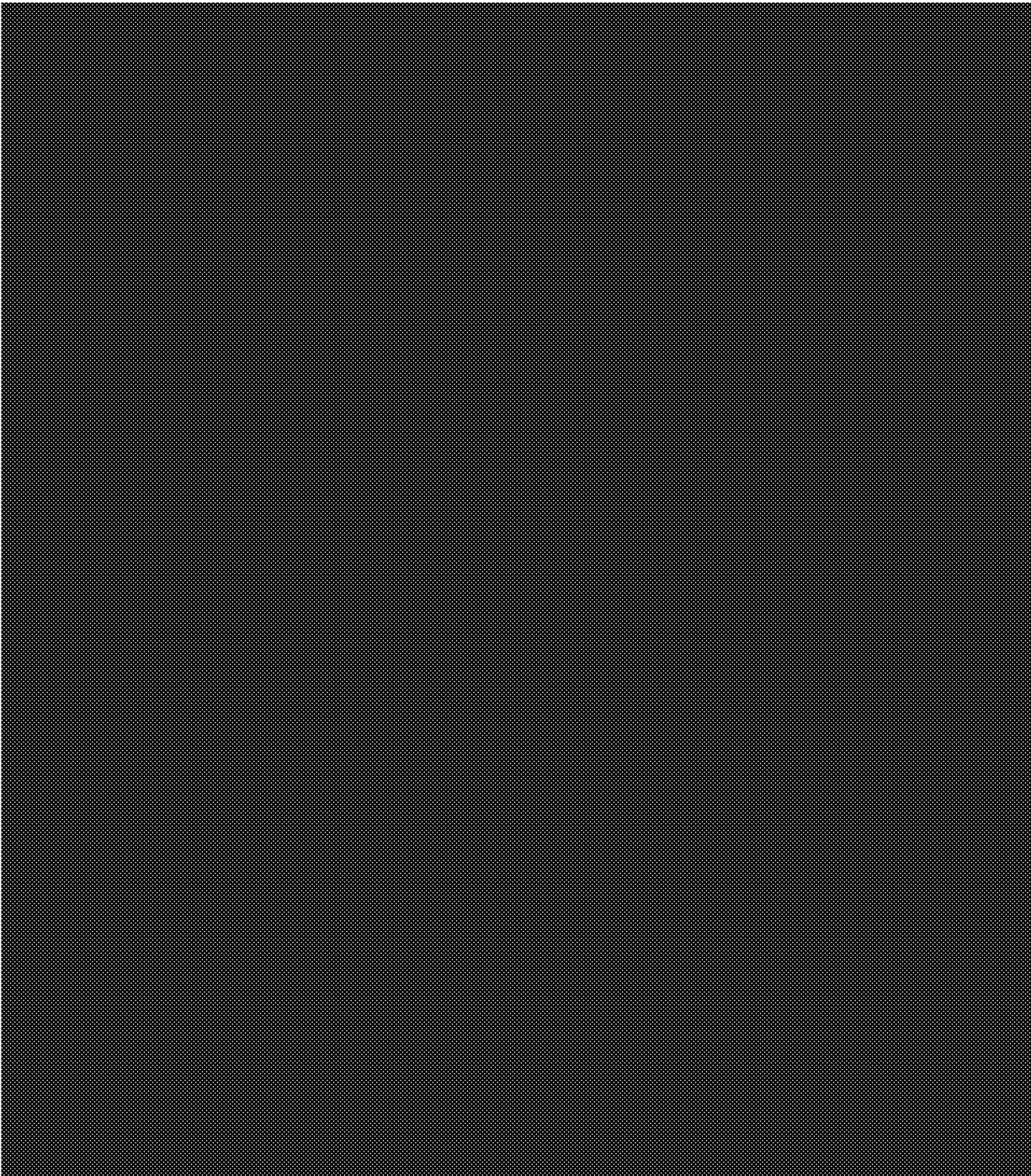
3.1.2 None of Charged Assets nor the Security constituted by or pursuant to this Second Lien Debenture shall include any Excluded Property, Excluded Real Property or Excluded Stock and Stock Equivalents, which are expressly excluded from (and not required to constitute following the date hereof) the Charged Assets and Security constituted by or pursuant to this Second Lien Debenture.

3.2 Consent for Fixed Security

The Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

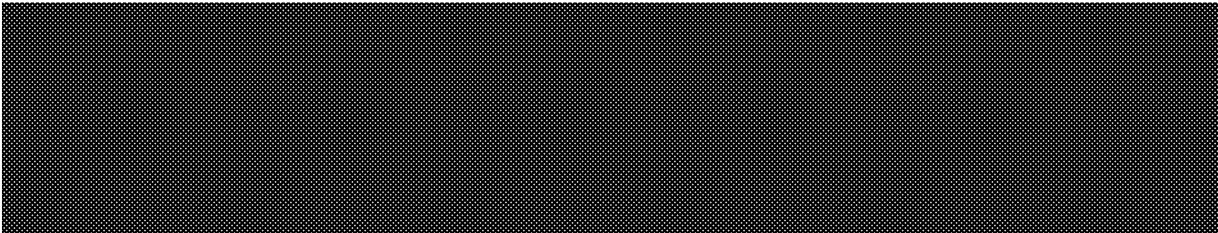
4. FIXED SECURITY

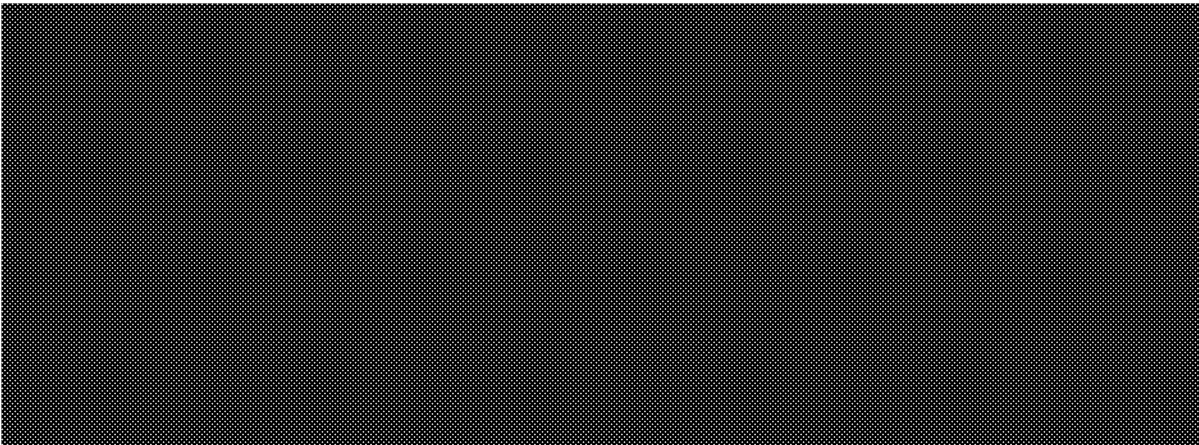




4.8 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intellectual Property and all Related Rights.





5. FLOATING CHARGE

5.1 Floating charge

- 5.1.1 The Chargor charges by way of first floating charge in favour of the Collateral Agent all present and future assets and undertaking of the Chargor.
- 5.1.2 The floating charge created pursuant to paragraph 5.1.1 of Clause 5.1 above shall be deferred in point of priority to all Fixed Security and First Lien Security validly and effectively created by the Chargor under the Credit Documents in favour of the Collateral Agent as security for the Secured Obligations.
- 5.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph 5.1.1 of Clause 5.1 above.





6. REPRESENTATIONS

6.1 The Chargor makes the following representations and warranties to the Collateral Agent and the other Secured Parties and acknowledges that the Collateral Agent has become a party to this Second Lien Debenture in reliance on these representations and warranties:

(a) *Binding obligations*

Subject to the Legal Reservations and Perfection Requirements, the obligations expressed to be assumed by it in this Second Lien Debenture are legal, valid, binding and enforceable obligations and create a first ranking security interest over the Charged Assets in favour of the Collateral Agent for the benefit of the Secured Parties.

(b) *Power and authority*

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Second Lien Debenture and the transactions contemplated by this Second Lien Debenture.

(c) *Charged Assets*

The Charged Assets are free and clear of all security interests save as created by this Second Lien Debenture or the First Lien Debenture (other than as permitted under the Credit Documents) and have not been sold or disposed of and none of the Chargor have granted any options or pre-emption rights in respect of any of their rights, title and interest in such Charged Assets (other than as permitted under the Credit Documents).

- 6.2 The representations and warranties set out in this Clause 6 shall survive the execution of this Second Lien Debenture, are made as of the date hereof and are deemed to be repeated by reference to the facts and circumstances then existing on each date on which the representations and warranties set out in Section 8 (*Representations and Warranties*) of the Credit Agreement are deemed to be repeated.

7. PROVISIONS AS TO SECURITY AND PERFECTION





7.9 Registration of Intellectual Property

The Chargor shall, if requested by the Collateral Agent, execute all such documents and do all such acts as the Collateral Agent may reasonably require to record the interest of the Collateral Agent in any registers relating to any registered Intellectual Property.



14. GENERAL UNDERTAKINGS

14.1 Intellectual Property

14.1.1 The Chargor shall:

- (a) take all commercially reasonable steps and acts that may be reasonably necessary to maintain the subsistence and validity of the Intellectual Property and, where appropriate, use all reasonable endeavours to protect and safeguard the Intellectual Property against theft, loss, destruction, unauthorised access, copying or use by third parties;
- (b) pay all renewal and other fees which may become payable in respect of any of the Intellectual Property when due and produce to the Collateral Agent on demand a receipt for those fees or other evidence of payment of those fees;
- (c) not, without the prior written consent of the Collateral Agent, abandon, cancel or allow any of the Intellectual Property to become void, lapse or to become vulnerable to attack for non-use or otherwise;

except where the failure of the foregoing would not reasonably be expected to have a Material Adverse Effect.

14.1.2 The Chargor shall use or allow to be used, or take any step or omit to take any step in respect of, any of the Intellectual Property which may have a Material Adverse Effect.





22. EFFECTIVENESS OF SECURITY

22.1 Continuing security

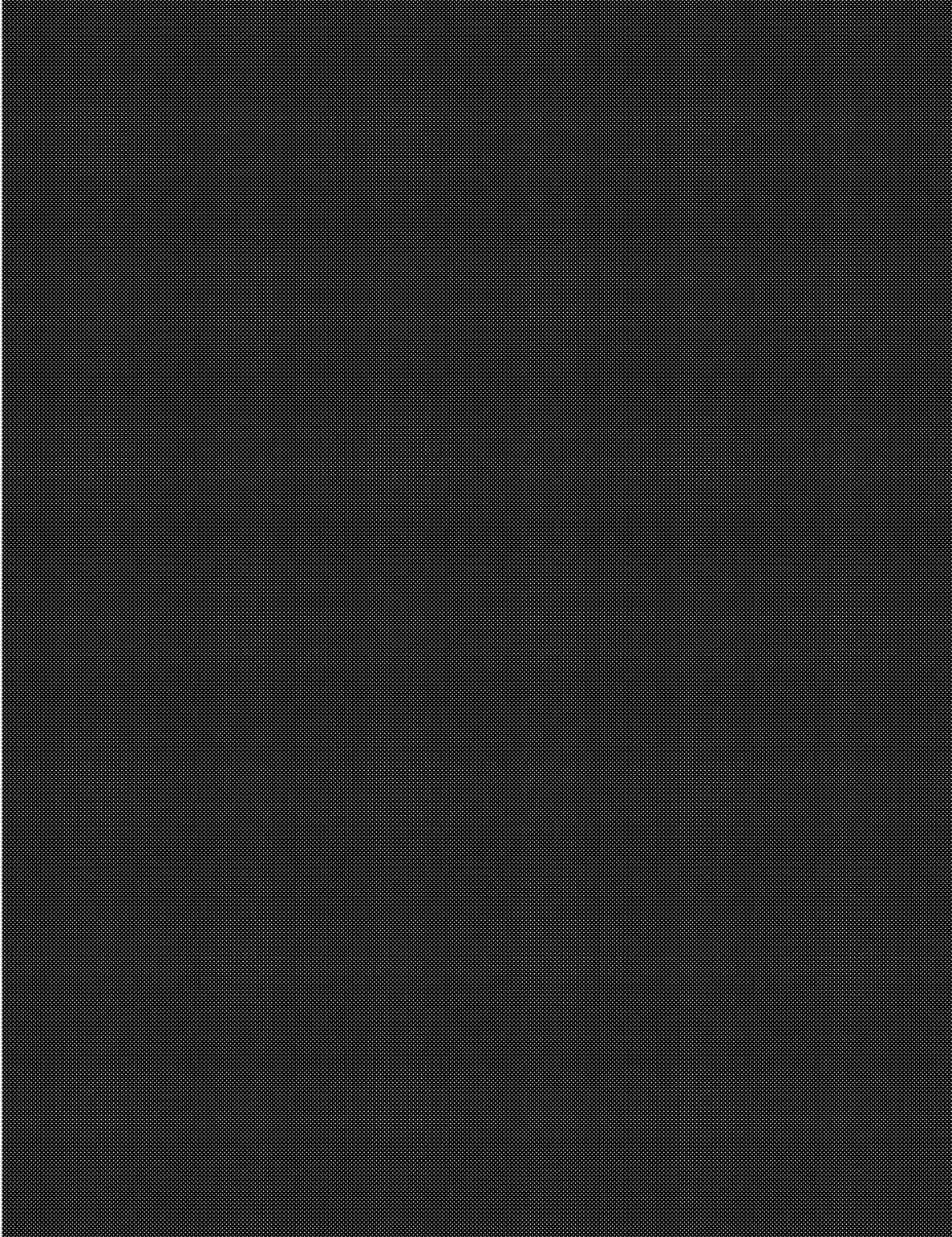
22.1.1 The Security created by or pursuant to this Second Lien Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Collateral Agent in writing.

22.1.2 No part of the Security from time to time intended to be constituted by this Second Lien Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

22.2 Cumulative rights

The Security created by or pursuant to this Second Lien Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Collateral Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release

or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Collateral Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Second Lien Debenture.





26. RELEASE OF SECURITY

26.1 Release of Security

Upon the expiry of the Security Period or as otherwise permitted by the Credit Documents, the Collateral Agent shall, at the reasonable request and cost of the Chargor (a) release and cancel any or all the security granted by or pursuant to this Second Lien Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Collateral Agent pursuant to this Second Lien Debenture, in each case without recourse to, any representation or warranty by, the Collateral Agent or any of its nominee(s); (b) redeliver to the Chargor such

certificates, documents of title and other documents delivered to the Collateral Agent in connection with this Second Lien Debenture as it then holds; and (c) take such other actions in connection with the release and cancellation of the security constituted by this Second Lien Debenture as are requested by the relevant Chargor (acting reasonably).

26.2 Clawback

If the Collateral Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Second Lien Debenture and the Security constituted by that document will continue and such amount will not be considered to have been irrevocably discharged.

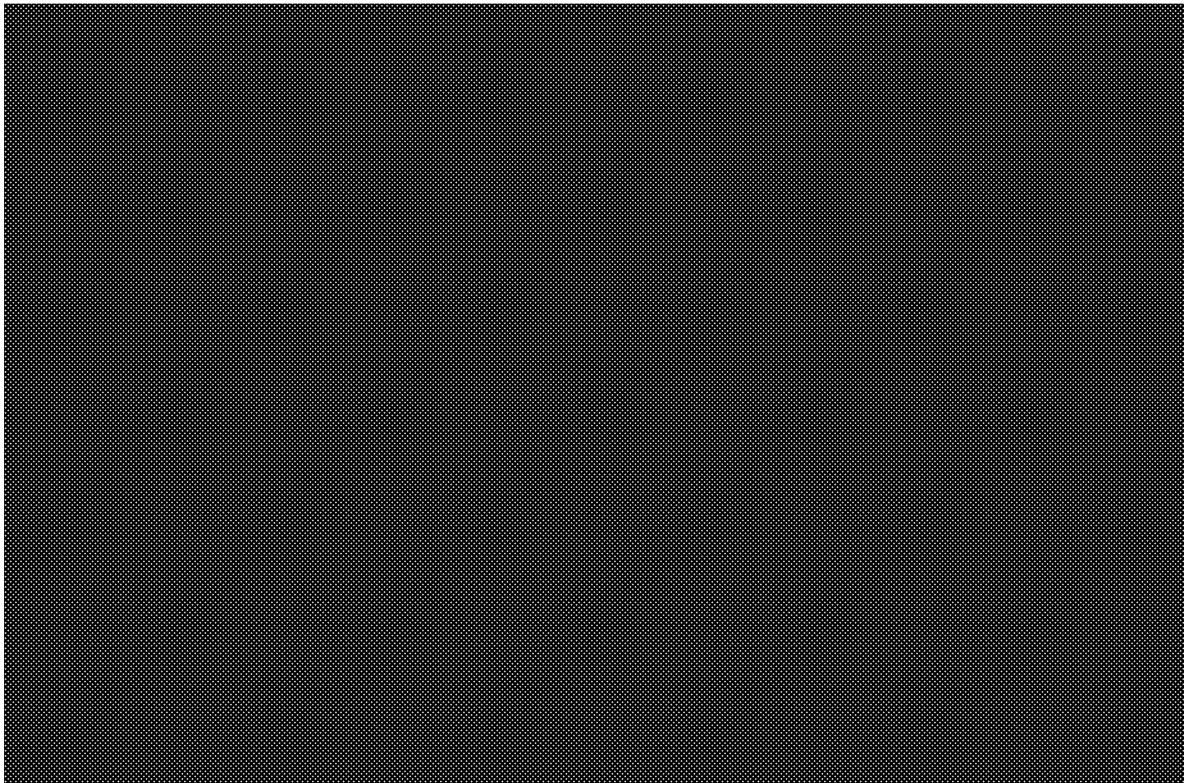
27. ASSIGNMENT

27.1 No assignments or transfers by the Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Second Lien Debenture.

27.2 Assignments and transfers by the Collateral Agent

The Collateral Agent may assign and transfer all or any of its rights and obligations under this Second Lien Debenture. The Collateral Agent shall be entitled to disclose such information concerning the Chargor and this Second Lien Debenture as the Collateral Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.





30. COUNTERPARTS

This Second Lien Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Second Lien Debenture.

31. GOVERNING LAW

This Second Lien Debenture and all non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

32. JURISDICTION

32.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this Second Lien Debenture (including a dispute relating to the existence, validity or termination of this Second Lien Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Second Lien Debenture).

32.2 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

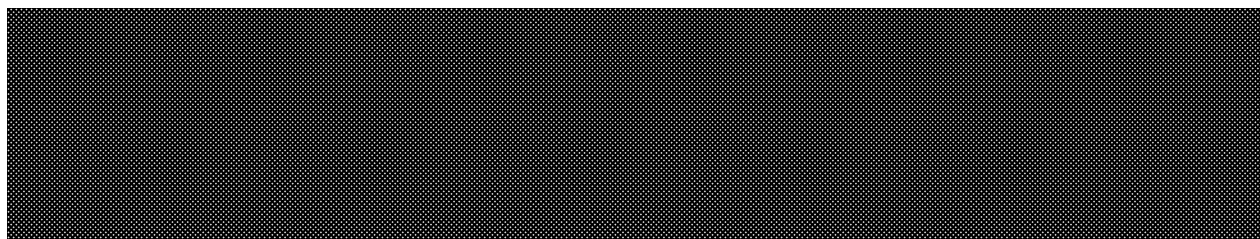
32.3 **Exclusive jurisdiction**

This Clause 32 is for the benefit of the Collateral Agent only. As a result and notwithstanding Clause 32.1 (*English courts*), it does not prevent the Collateral Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

THIS SECOND LIEN DEBENTURE has been executed as, and is intended to take effect as, a deed by the Chargor and has been signed by the Collateral Agent on the date written on the first page of this Second Lien Debenture.

**SCHEDULE 1
INTELLECTUAL PROPERTY**

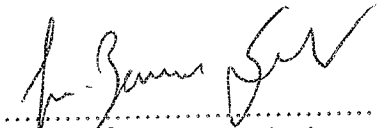
Country / Territory	Application Number	International Application Number	Date of filing	International publication number	Applicant	Patent
Europe (European Patent Office)	027645588.0	PCT/GB2002/ 003103	05.07.2002	WO 2003/0090000	Canberra UK Limited	Environmental Radioactivity Monitor



EXECUTION PAGE TO SECOND LIEN DEBENTURE

The Chargor

EXECUTED as a DEED by
CANBERRA UK LIMITED
acting by Jean-Bernard
Koehl

)
) 
)
Director Jean-Bernard Koehl

in the presence of:

Witness signature



Witness name

) KAREN PIETRUSZKA

Witness address

) 800 RESEARCH PARKWAY
MELDEN CT 06150

Witness occupation

) ADMIN. ASSISTANT

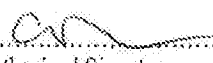
The Collateral Agent


EXECUTED as a DEED on behalf of
CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH

a company incorporated under the
laws of the Switzerland, by

William O'Daly


Max Wallins
being a person who in accordance with the
with the laws of that territory has
authority to bind the company,

)
)
)
) 
) Authorised Signatory

)
) 
) Authorised Signatory

in the presence of:

Witness signature

) 
)

Witness name

) Brady Bingham

Witness address

) 11 Madison Avenue, New York, NY

Witness occupation

) Banker