

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANDAUER, INC.		07/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 WEST MONROE STREET		
Internal Address:	5TH FLOOR WEST		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87335290	SATURN	
Serial Number:	87338802	VERIFII	
Serial Number:	86901655	CLINICAL DOSE OPTIMIZATION SERVICE	
Registration Number:	5154065	DOSIMETRON	
Serial Number:	85835019	VERIFII	
Registration Number:	4285416	LANDAUER MEDICAL PHYSICS	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Matthew R. Limbert		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Matthew R. Limbert		
SIGNATURE:	/Matthew R. Limbert/		
DATE SIGNED:	07/14/2017		

OP \$165.00 87335290

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL)

THIS TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL) (this "Trademark Security Agreement") dated as of July 13, 2017, is by LANDAUER, INC., a Delaware corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., as Administrative Agent, for the benefit of itself, its successors and assigns, the Lenders, as defined below, and the L/C Issuer, as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantor previously entered into that certain (i) Credit Agreement dated as of November 14, 2011, as amended and as amended and restated by that certain Amended and Restated Credit Agreement dated as of August 2, 2013, as amended by the First Amendment dated as of June 30, 2014 (as heretofore amended, restated, supplemented or otherwise modified from time to time and in effect, the "Existing Credit Agreement") with the other Borrowers (as defined therein), the lenders from time to time party thereto (collectively, the "Lenders") and Administrative Agent, pursuant to which such financial institutions agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and the other Borrowers and (ii) Amended and Restated Guaranty and Security Agreement dated as of August 2, 2013 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the "Existing Security Agreement");

WHEREAS, Grantor, Global Physics Solutions, Inc., a Delaware corporation, Landauer Europe, Ltd., a company registered in England and Wales, Administrative Agent and the Lenders are entering into that certain Second Amended and Restated Credit Agreement dated as of even date herewith (as amended, modified extended, restated, renewed, replaced or supplemented from time to time, the "Credit Agreement"), which amends and restates the Existing Credit Agreement and pursuant to which the Lenders have agreed to make and/or continue to make Loans and issue Letters of Credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, Global Physics Solutions, Inc., a Delaware corporation and the Administrative Agent are entering into that certain Second Amended and Restated Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which amends and restates the Existing Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Grantor and the other Borrowers, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages and pledges to the Administrative Agent and grants to the Administrative Agent a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof and all goodwill associated therewith;

2.2 each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

2.3 all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control. This Trademark Security Agreement is supplemental to, and not in replacement of, the Trademark Security Agreement dated as of November 14, 2011 between the Grantor and the Administrative Agent (as heretofore amended, restated, supplemented or otherwise modified from time to time) and nothing contained herein shall be deemed to in any manner impair or replace the security interests granted in favor of the Administrative Agent in the Trademark Collateral described therein pursuant thereto.


Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LANDAUER, INC.

By: 
Name: Daniel Fujii
Title: Vice President and Chief
Financial Officer

ACKNOWLEDGEMENT OF GRANTOR

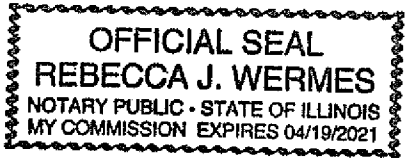
STATE OF Illinois)
)ss.
COUNTY OF Cook)

I Rebecca J. Wermes, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Fujii, the authorized signatory of Landauer, Inc., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of June, 2017.

Rebecca J. Wermes
Notary Public

My Commission Expires: 4/19/2021



Acknowledged:

BMO HARRIS BANK N.A., as
Administrative Agent

By: Megan T. Piper
Name: Megan Piper
Title: Vice President

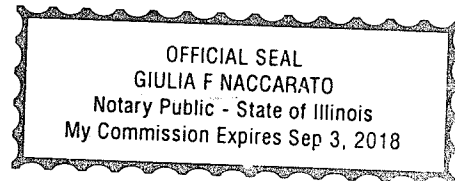
STATE OF ILLINOIS)
)ss.
COUNTY OF DUPAGE)

I Giulia Naccarato Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Megan Tripodi, a Vice President of BMO HARRIS BANK N.A., a national banking association, as Administrative Agent, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of July, 2017.

Giulia F. Naccarato
Notary Public

My Commission Expires: Sep. 3, 2018



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

United States Applications and Trademarks

Grantor	Trademark Number	Trademark Registration Number	Date of Application	Date of Registration
Landauer, Inc.	87335290		02/14/2017	
	87338802		02/16/2017	
	86901655		02/09/16	
	86888100	5154065	01/27/2016	03/07/2017
	85835019		01/29/2013	
	85622505	4285416	05/11/12	02/05/13

Trademark Licenses

None