

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513594

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mirion Technologies (Canberra), Inc.		03/08/2019	Corporation: DELAWARE
Mirion Technologies (Conax Nuclear), Inc.		03/08/2019	Corporation: NEW YORK
Mirion Technologies (Imaging), LLC		03/08/2019	Limited Liability Company: DELAWARE
Mirion Technologies (IST) Corporation		03/08/2019	Corporation: NEW YORK
Mirion Technologies (MGPI), Inc.		03/08/2019	Corporation: DELAWARE
Mirion Technologies, Inc.		03/08/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2607413	PIPS
Registration Number:	2884838	ISOLO
Registration Number:	3409863	AVIOR
Registration Number:	3406092	FALCON 5000
Registration Number:	3865048	COLIBRI
Registration Number:	3778152	RADSENTRY
Registration Number:	3589160	LYNX
Registration Number:	3972007	CRONOS
Registration Number:	4268912	SAFEPOINT
Registration Number:	4419654	PROSPECT
Registration Number:	4309222	HORIZON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4450265	ACCURATE
Registration Number:	4507954	DSA-LX
Registration Number:	5013407	WEBREMOTE
Registration Number:	4678819	OSPREY
Registration Number:	5059681	CRYO-PULSE
Registration Number:	5054800	APEX
Registration Number:	2399578	IST CONAX NUCLEAR
Registration Number:	2399577	IST-QUADTEK
Registration Number:	2069656	LYNX
Registration Number:	1501969	QUADTEK
Registration Number:	2117556	SPYROMETER
Registration Number:	1434570	BEDBUG
Registration Number:	3153003	REES
Registration Number:	1706388	IST
Registration Number:	1966436	MGP INSTRUMENTS
Registration Number:	3502483	RADLOCK
Registration Number:	3894304	INSTADOSE
Registration Number:	3923588	MIRION
Registration Number:	3917485	
Registration Number:	5147239	DOSIME
Registration Number:	5408400	DOSIME

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	03/11/2019

Total Attachments: 14

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ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	Mirion Technologies (Canberra), Inc.	800 Research Parkway Meridan, CT 06450 USA	Corporation	Delaware
2.	Mirion Technologies (Conax Nuclear), Inc.	402 Sonwill Drive Buffalo, NY 14225-5929 USA	Corporation	New York
3.	Mirion Technologies (Imaging), LLC	315 Daniel Zenker Dr. 200 IST Center Horseheads, NY 14845 USA	Limited Liability Company	Delaware
4.	Mirion Technologies (IST) Corporation	315 Daniel Zenker Dr. 200 IST Center Horseheads, NY 14845 USA	Corporation	New York
5.	Mirion Technologies (MGPI), Inc.	5000 Highlands Parkway, Suite 150 Smyrna, GA 30082 USA	Corporation	Delaware
6.	Mirion Technologies, Inc.	Bishop Ranch 8 3000 Executive Parkway, Suite 222 San Ramon, CA 94583 USA	Corporation	Delaware

ITEM 2

Receiving Party

	Entity	Address	Type of Entity	Jurisdiction
1.	Morgan Stanley Senior Funding, Inc., as Collateral Agent	Thames Street Wharf 1300 Thames Street, 4th Floor Baltimore, MD 21231	Bank	USA

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 8, 2019, is made by Mirion Technologies (Canberra), Inc., a Delaware corporation, Mirion Technologies (Conax Nuclear), Inc., a New York corporation, Mirion Technologies (Imaging), LLC, a Delaware limited liability company, Mirion Technologies (IST) Corporation, a New York corporation, Mirion Technologies (MGPI), Inc., a Delaware corporation and Mirion Technologies, Inc., a Delaware corporation (each, a “Grantor”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of March 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mirion Technologies (HoldingRep), Ltd., a limited liability company incorporated in England and Wales with company number 9299670 (“Holdings”), Mirion Technologies (Global), Ltd., 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 (Luxembourg) S.à r.l., a société à responsabilité limitée incorporated under the laws of Luxembourg, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B222380 (the “Parent Borrower”), Mirion Technologies, Inc., a Delaware corporation (the “U.S. Subsidiary Borrower”) and together with the Parent Borrower, the “Borrowers”), the Lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as the Administrative Agent, the Collateral Agent and a Letter of Credit Issuer.

WITNESSETH:

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 Security Agreement, dated as of March 8, 2019 in favor of the Collateral 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 Collateral Agent for the benefit of the Collateral Agent and the Secured Parties continuing security interest in all of its Intellectual Property, including its 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 Collateral 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 its Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due (whether at the stated maturity, by acceleration or otherwise) 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 the grant of a security interest therein would not impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, 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 Collateral Agent and the other 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.

MIRION TECHNOLOGIES (CANBERRA), INC.,
as the Grantor

By:



Name: Anthony A. Rabb
Title: Chief Financial Officer

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006586 FRAME: 0643

MIRION TECHNOLOGIES (CONAX NUCLEAR), INC.,
as the Grantor

By:



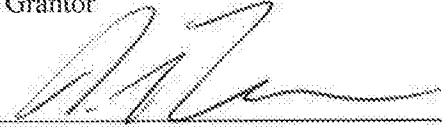
Name: Anthony A. Rabb
Title: Chief Financial Officer

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006586 FRAME: 0644

MIRION TECHNOLOGIES (IMAGING), LLC,
as the Grantor

By:



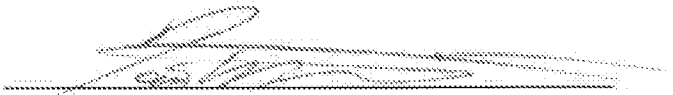
Name: Anthony A. Rabb
Title: Chief Financial Officer

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006586 FRAME: 0645

MIRION TECHNOLOGIES (IST) CORPORATION,
as the Grantor

By:



Name: Iain F. Wilson
Title: Director

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006586 FRAME: 0646

MIRION TECHNOLOGIES (MGPI), INC.,
as the Grantor

By:



Name: Anthony A. Rabb
Title: Director

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006586 FRAME: 0647

MIRION TECHNOLOGIES, INC.,
as the Grantor

By:



Name: Anthony A. Rabb
Title: Chief Financial Officer

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006586 FRAME: 0648

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Collateral Agent

By: 
Name: Jordan Ransom
Title: Authorized Signatory



[Grant of Security Interest in Trademark Rights]


TRADEMARK
REEL: 006586 FRAME: 0649

SCHEDULE A

U.S. Trademark Registrations and Applications

Applicant/ Registrant	Title	Registration Number	Registration Date	Application Number	Application Filing Date
Mirion Technologies (Canberra), Inc.	PIPS	2,607,413	8/13/2002	76/307,515	9/4/2001
Mirion Technologies (Canberra), Inc.	ISOLO	2,884,838	9/14/2004	76/435,137	7/29/2002
Mirion Technologies (Canberra), Inc.	AVIOR	3,409,863	4/8/2008	77/040,471	11/9/2006
Mirion Technologies (Canberra), Inc.	FALCON 5000	3,406,092	4/1/2008	77/043,698	11/14/2006
Mirion Technologies (Canberra), Inc.	COLIBRI	3,865,048	10/19/2010	77/572,357	9/17/2008
Mirion Technologies (Canberra), Inc.	RADSENTRY	3,778,152	4/20/2010	78/836,729	3/14/2006
Mirion Technologies (Canberra), Inc.	LYNX	3,589,160	3/10/2009	78/927,859	7/12/2006
Mirion Technologies (Canberra), Inc.	CRONOS	3,972,007	5/31/2011	85/109,990	8/18/2010
Mirion Technologies (Canberra), Inc.	SAFEPOINT	4,268,912	1/1/2013	85/301,021	4/21/2011
Mirion Technologies (Canberra), Inc.	PROSPECT	4,419,654	10/15/2013	85/694,801	8/3/2012
Mirion Technologies (Canberra), Inc.	HORIZON	4,309,222	3/26/2013	85/748,226	10/8/2012
Mirion Technologies (Canberra), Inc.	ACCURATE	4,450,265	12/17/2013	85/826,481	1/18/2013
Mirion Technologies (Canberra), Inc.	DSA-LX	4,507,954	4/1/2014	85/930,408	5/13/2013
Mirion Technologies (Canberra), Inc.	WEBREMOTE	5,013,407	8/2/2016	86/315,953	6/20/2014

Applicant/ Registrant	Title	Registration Number	Registration Date	Application Number	Application Filing Date
Mirion Technologies (Canberra), Inc.	OSPREY	4,678,819	1/27/2015	86/317,578	6/23/2014
Mirion Technologies (Canberra), Inc.	CRYO-PULSE	5,059,681	10/11/2016	87/041,533	5/18/2016
Mirion Technologies (Canberra), Inc.	APEX	5,054,800	10/4/2016	87/044,414	5/20/2016
Mirion Technologies (Conax Nuclear), Inc.	IST CONAX NUCLEAR	2,399,578	10/31/2000	75/727,142	6/10/1999
Mirion Technologies (Imaging), LLC	IST-QUADTEK	2,399,577	10/31/2000	75/727,141	6/10/1999
Mirion Technologies (Imaging), LLC	LYNX	2,069,656	6/10/1997	75/126,720	6/28/1996
Mirion Technologies (Imaging), LLC	QUADTEK	1,501,969	8/30/1988	73/644,622	2/13/1987
Mirion Technologies (Imaging), LLC	SPYROMETER	2,117,556	12/2/1997	75/126,718	6/28/1996
Mirion Technologies (Imaging), LLC	BEDBUG	1,434,570	3/31/1987	73/614,955	8/15/1986
Mirion Technologies (Imaging), LLC	REES	3,153,003	10/10/2006	78/580,009	3/4/2005
Mirion Technologies (IST) Corporation	IST & Circular Design 	1,706,388	8/11/1992	74/177,905	6/20/1991
Mirion Technologies (MGPI), Inc.	MGP INSTRUMENTS Logo 	1,966,436	4/9/1996	74/606,831	12/5/1994
Mirion Technologies (MGPI), Inc.	RADLOCK	3,502,483	9/16/2008	77/170,173	5/1/2007
Mirion Technologies, Inc.	INSTADOSE	3,894,304	12/21/2010	77/473,492	5/13/2008
Mirion Technologies, Inc.	MIRION	3,923,588	2/22/2011	77/542,813	8/8/2008

Applicant/ Registrant	Title	Registration Number	Registration Date	Application Number	Application Filing Date
Mirion Technologies, Inc.	MIRION Logo Design 	3,917,485	2/8/2011	77/542,864	8/8/2008
Mirion Technologies, Inc.	DOSIME	5,147,239	2/21/2017	86/613,119	4/28/2015
Mirion Technologies, Inc.	DOSIME	5,408,400	2/20/2018	87/155,956	8/30/2016