

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (SECOND LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		03/08/2019	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Mirion Technologies, Inc.
Street Address:	Bishop Ranch 8, 3000 Executive Parkway, Suite 222
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583
Entity Type:	Corporation: DELAWARE
Name:	Mirion Technologies (MGPI), Inc.
Street Address:	5000 Highlands Parkway, Suite 150
City:	Smyrna
State/Country:	GEORGIA
Postal Code:	30082
Entity Type:	Corporation: DELAWARE
Name:	Mirion Technologies (Imaging), LLC
Street Address:	315 Daniel Zenker Dr.
Internal Address:	200 IST Center
City:	Horseheads
State/Country:	NEW YORK
Postal Code:	14845
Entity Type:	Limited Liability Company: DELAWARE
Name:	Mirion Technologies (Conax Nuclear), Inc.
Street Address:	402 Sonwil Drive
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14225
Entity Type:	Corporation: NEW YORK
Name:	Mirion Technologies (IST) Corporation

TRADEMARK

Street Address:	315 Daniel Zenker Dr.
Internal Address:	200 IST Center
City:	Horseheads
State/Country:	NEW YORK
Postal Code:	14845
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2399578	IST CONAX NUCLEAR
Registration Number:	2399577	IST-QUADTEK
Registration Number:	3153003	REES
Registration Number:	2069656	LYNX
Registration Number:	2117556	SPYROMETER
Registration Number:	1501969	QUADTEK
Registration Number:	1434570	BEDBUG
Registration Number:	1706388	IST
Registration Number:	3502483	RADLOCK
Registration Number:	1966436	MGP INSTRUMENTS
Registration Number:	3917485	
Registration Number:	3923588	MIRION
Registration Number:	3894304	INSTADOSE

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1056414TM 2L H
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	03/13/2019

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “Release”) is dated as of March 8, 2019 and delivered by Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent for the Lenders from time to time parties to the Second 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”), 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 Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent, the Collateral Agent and a Letter of Credit Issuer, in favor of Mirion Technologies, Inc., a Delaware corporation, Mirion Technologies (MGPI), Inc., a Delaware corporation, Mirion Technologies (Imaging), LLC, a Delaware limited liability company, Mirion Technologies (Conax Nuclear), Inc., a New York corporation, and Mirion Technologies (IST) Corporation, a New York corporation (collectively, the “Grantors” and each a “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement (as defined below) or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of March 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Merger Sub Parent, the Borrowers, each of the Subsidiaries party thereto and the Collateral Agent, for the benefit of the Secured Parties, in order to secure payments of certain Obligations, each Grantor was required to execute and deliver a Second Lien Grant of Security Interest in Trademark Rights, dated as of March 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) and pursuant thereto each Grantor assigned, pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantors’ right, title and interest in, to and under its Trademarks that are not Excluded Property, including without limitation those Trademarks listed on Schedule I hereto, and including without limitation the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Released Collateral”).

WHEREAS, pursuant to the IP Security Agreement, a security interest in the Released Collateral was recorded with the United States Patent and Trademark Office on March 31, 2015 at Reel/Frame 5488/0266.

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its security interest in the Released Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates, releases, cancels and forever discharges any and all security interests it has in the Released Collateral, terminates the IP Security Agreement, and retransfers, re-conveys and reassigns to each Grantor and without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent (if any) in, to or under the Released Collateral of the Grantors. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record this Release.


The Collateral Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

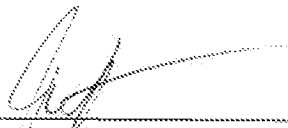
This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

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

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

Schedule I

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Mirion Technologies (Conax Nuclear), Inc.	75727142	2399578	IST CONAX NUCLEAR
Mirion Technologies (Imaging), LLC	75727141	2399577	IST-QUADTEK
Mirion Technologies (Imaging), LLC	78580009	3153003	REES
Mirion Technologies (Imaging), LLC	75126720	2069656	LYNX
Mirion Technologies (Imaging), LLC	75126718	2117556	SPYROMETER
Mirion Technologies (Imaging), LLC	73644622	1501969	QUADTEK
Mirion Technologies (Imaging), LLC	73614955	1434570	BEDBUG
Mirion Technologies (IST) Corporation	74177905	1706388	IST & Circular Design
Mirion Technologies (MGPI), Inc.	77170173	3502483	RADLOCK
Mirion Technologies (MGPI), Inc.	74606831	1966436	MGP INSTRUMENTS Logo
Mirion Technologies, Inc.	77542864	3917485	MIRION Logo Design
Mirion Technologies, Inc.	77542813	3923588	MIRION
Mirion Technologies, Inc.	77473492	3894304	INSTADOSE