

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514080

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 (Canberra UK) Limited (formerly known as Canberra UK Limited)		
Street Address:	Unit 2, Zephyr Building, Eighth Street		
Internal Address:	Harwell Campus, Didcot		
City:	Oxfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	OX11 0RL		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3882132	ICAM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.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 K		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	03/13/2019		

OP \$40.00 3882132

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 (Canberra UK) Limited (formerly known as Canberra UK Limited), a private limited company incorporated under the laws of England and Wales (the “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, the Grantor was required to execute and deliver a Second Lien Grant of Security Interest in Trademark Rights, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) and pursuant thereto the 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 Grantor’s 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 October 10, 2016 at Reel/Frame 5896/0417.

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 the 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 Grantor. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record this Release.

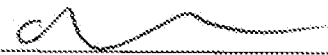
The Collateral Agent agrees to take all further actions, and provide to the Grantor and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably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

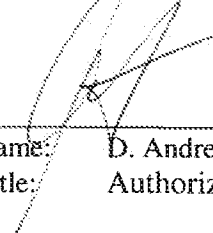
This Release shall be governed by and construed in accordance with the laws of the State of New York.

[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

Registrations:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Canberra UK Limited	77724202	3882132	ICAM