

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NELSON LABORATORIES, LLC		12/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Second Lien Notes Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4671346	BECAUSE EVERY TEST MATTERS	
Registration Number:	3891385	NELSON LABORATORIES	
Registration Number:	3847753	NELSON LABORATORIES	
Registration Number:	3936528	THE SCIENCE OF SUCCESS	
Registration Number:	5457294	NELSON LABORATORIES	
Registration Number:	5566779	NELSON LABS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Kaitlin Bond		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Kaitlin Bond -71620.0142		
NAME OF SUBMITTER:	Kaitlin Bond		

CH \$165.00 4671346

SIGNATURE:	/Kaitlin Bond/
DATE SIGNED:	12/13/2019
Total Attachments: 5 source=Nelson Laboratories#page1.tif source=Nelson Laboratories#page2.tif source=Nelson Laboratories#page3.tif source=Nelson Laboratories#page4.tif source=Nelson Laboratories#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2019 (this "Agreement"), among NELSON LABORATORIES, LLC (the "Grantor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Second Lien Notes Collateral Agent under the Indenture (as defined below) (in such capacity, together with its successors and assigns, the "Second Lien Notes Collateral Agent").

Reference is made to (a) the Indenture dated as of December 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture") among SOTERA HEALTH TOPCO, INC., a Delaware corporation ("Holdings"), SOTERA HEALTH HOLDINGS, LLC, a Delaware limited liability company (the "Issuer") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee and the Second Lien Notes Collateral Agent and (b) the Second Lien Collateral Agreement dated of December 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement") among the Issuer, the other Grantors from time to time party thereto, Holdings, and the Second Lien Notes Collateral Agent. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Notes Obligations, the Grantor hereby grants to the Second Lien Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 6.13 of the Second Lien Collateral Agreement, upon the occurrence of a Termination Event (other than those provisions in the Indenture expressly contemplated to survive a Termination Event and any contingent obligations not yet due and owing under Sections 7.07 and 8.06 of the Indenture and Article II of the Indenture), the security interest granted herein shall terminate and the Second Lien Notes Collateral Agent shall, without recourse, representation or warranty of any kind, execute, acknowledge, and deliver to the Grantor all instruments in writing prepared by or on behalf of the Grantor in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

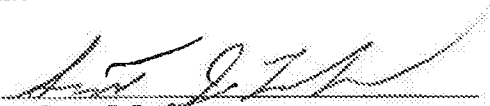
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Concerning the Second Lien Notes Collateral Agent. The Second Lien Notes Collateral Agent makes no representations as to the validity or sufficiency of this Agreement. Wilmington Trust, National Association is executing this Agreement not in its individual or corporate capacity, but solely in its capacity as Second Lien Notes Collateral Agent under the Indenture. In acting hereunder, the Second Lien Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture, including without limitation those set forth in Articles 7 and 12 of the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NELSON LABORATORIES, LLC, as
Grantor

By 
Name: Scott J. Leffler
Title: Chief Financial Officer & Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Second Lien Notes
Collateral Agent

By: _____
Name:
Title:

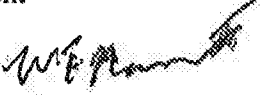
[Signature Page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

NELSON LABORATORIES, LLC, as
Grantor

By _____
Name: Scott J. Leffler
Title: Chief Financial Officer & Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Second Lien Notes
Collateral Agent

By: 
Name: W. Thomas Morris II
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006815 FRAME: 0979

Schedule I

TRADEMARKS

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
BECAUSE EVERY TEST MATTERS	Nelson Laboratories, LLC	86/305614 4671346	6/10/2014 1/13/2015
NELSON LABORATORIES AND DESIGN	Nelson Laboratories, LLC	77/934480 3891385	2/12/2010 12/14/2010
NELSON LABORATORIES	Nelson Laboratories, LLC	77/934325 3847753	2/12/2010 9/14/2010
THE SCIENCE OF SUCCESS	Nelson Laboratories, LLC	77/934592 3936528	2/12/2010 3/29/2011
NELSON LABORATORIES	Nelson Laboratories, LLC	87/506192 5457294	6/26/2017 5/1/2018
NELSON LABS	Nelson Laboratories, LLC	87/492473 5566779	6/16/2017 9/18/2018

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