

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sotera Health LLC		12/13/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as First Lien Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5788573	
Registration Number:	5788572	
Registration Number:	5776362	
Registration Number:	5921491	
Registration Number:	5921490	
Registration Number:	5758487	
Registration Number:	5758486	
Registration Number:	5788571	
Registration Number:	5758485	
Registration Number:	5814254	SAFEGUARDING GLOBAL HEALTH
Registration Number:	5814253	SAFEGUARDING GLOBAL HEALTH
Registration Number:	5636034	SAFEGUARDING GLOBAL HEALTH
Serial Number:	87679515	SAFEGUARDING GLOBAL HEALTH

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

CH \$340.00 5788573

Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 32643.03100

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 12/19/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2019 (this “Agreement”), among Sotera Health LLC (the “Grantor”) and Jefferies Finance LLC, as collateral agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of December 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among SOTERA HEALTH TOPCO, INC., a Delaware corporation (“Holdings”), SOTERA HEALTH HOLDINGS, LLC (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and JEFFERIES FINANCE LLC, as First Lien Administrative Agent and (b) the First Lien Collateral Agreement dated of December 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, Holdings, and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First 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 Secured Obligations, the Grantor hereby grants to the First Lien 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 5.13 of the First Lien Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing 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. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First 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 First Lien Collateral Agreement, the terms of the First 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.

[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.

SOTERA HEALTH LLC, as Grantor

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

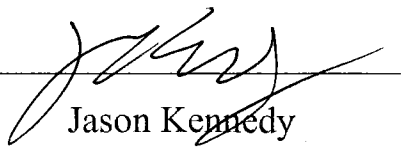
JEFFERIES FINANCE LLC, as First Lien
Collateral Agent

By: _____
Name:
Title:

[Signature Page to First Lien Trademark Security Agreement]










TRADEMARK
REEL: 006821 FRAME: 0005

JEFFERIES FINANCE LLC, as First Lien
Collateral Agent

By: 
Name: _____
Title: Jason Kennedy
Managing Director

Schedule I

TRADEMARKS

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636332 5788573	10/6/2017 6/25/2019
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636328 5788572	10/6/2017 6/25/2019
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636325 5776362	10/6/2017 6/11/2019
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636321 5921491	10/6/2017 11/26/2019
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636316 5921490	10/6/2017 2/12/2019
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636262 5758487	10/6/2017 5/21/2019
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636259 5758486	10/6/2017 5/21/2019
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636256 5788571	10/6/2017 6/25/2019
SOTERA HEALTH LOGO 	Sotera Health LLC	87/636254 5758485	10/6/2017 5/21/2019
SAFEGUARDING GLOBAL HEALTH	Sotera Health LLC	87/679517 5814254	11/10/2017 7/23/2019

SAFEGUARDING GLOBAL HEALTH	Sotera Health LLC	87/679514 5814253	11/10/2017 7/23/2019
SAFEGUARDING GLOBAL HEALTH	Sotera Health LLC	87/679511 5636034	11/10/2017 12/25/2018
SAFEGUARDING GLOBAL HEALTH	Sotera Health LLC	87/679515	11/10/2017