

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOTERA HEALTH HOLDINGS, LLC		07/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as First Lien Notes Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	2883082	CYCLEONE	
Registration Number:	2839257	EOSTAT	
Registration Number:	2017700	GAMMASTAT	
Registration Number:	2878762	S	
Registration Number:	2247799	STERIGENICS	
Registration Number:	4499133	STERIGENICS GPS GLOBAL PROCESSING STATUS	
Registration Number:	4499132	STERIGENICS GPS GLOBAL PROCESSING STATUS	
Registration Number:	2901835	SURGICYCLE	
Registration Number:	4807607	VERICYCLE	
Registration Number:	4499134	STERIGENICS GPS	
Registration Number:	5127205	EXCELL	
Registration Number:	5127206	ELECTROSTAT	
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	
Registration Number:	5788573		
TRADEMARK			

CH \$815.00 2883082

Property Type	Number	Word Mark
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:	6008373	
Registration Number:	5814254	SAFEGUARDING GLOBAL HEALTH
Registration Number:	5962048	SAFEGUARDING GLOBAL HEALTH
Registration Number:	5814253	SAFEGUARDING GLOBAL HEALTH
Registration Number:	5636034	SAFEGUARDING GLOBAL HEALTH

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 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 - 71620.0154

NAME OF SUBMITTER: Kaitlin Bond

SIGNATURE: /Kaitlin Bond/

DATE SIGNED: 08/03/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2020 (this “Agreement”), among SOTERA HEALTH HOLDINGS, LLC (the “Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as First Lien Notes Collateral Agent under the Indenture (as defined below) (in such capacity, together with its successors and assigns, the “First Lien Notes Collateral Agent”).

Reference is made to (a) the Indenture dated as of July 31, 2020 (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 First Lien Notes Collateral Agent and (b) the First Lien Collateral Agreement dated of July 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”) among the Issuer, the other Grantors from time to time party thereto, Holdings, and the First 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 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 Notes Obligations, the Grantor hereby grants to the First 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 5.13 of the First 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 2 of the Indenture), the security interest granted herein shall terminate and the First Lien Notes Collateral Agent shall, without recourse, representation or warranty of any kind, execute, acknowledge, and deliver to the Grantors 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. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Notes 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.


SECTION 7. Concerning the First Lien Notes Collateral Agent. The First 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 First Lien Notes Collateral Agent under the Indenture. In acting hereunder, the First 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.

SOTERA HEALTH HOLDINGS, LLC, as
Grantor

By

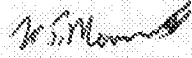


Name: Scott J. Leffler
Title: Chief Financial Officer &
Treasurer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007013 FRAME: 0854



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








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

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007013 FRAME: 0855

Schedule I

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
CYCLEONE	Sotera Health Holdings, LLC	78/192939 2883082	12/10/2002 9/7/2004
EOSTAT	Sotera Health Holdings, LLC	78/192942 2839257	12/10/2002 5/4/2004
GAMMASTAT	Sotera Health Holdings, LLC	75/031303 2017700	11/14/1995 11/19/1996
S LOGO 	Sotera Health Holdings, LLC	76/527402 2878762	6/23/2003 8/31/2004
STERIGENICS	Sotera Health Holdings, LLC	75/494932 2247799	6/2/1998 5/25/1999
STERIGENICS GPS GLOBAL PROCESSING STATUS	Sotera Health Holdings, LLC	85/778207 4499133	11/13/2012 3/18/2014
STERIGENICS GPS GLOBAL PROCESSING STATUS AND DESIGN 	Sotera Health Holdings, LLC	85/778202 4499132	11/13/2012 3/18/2014
SURGICYCLE	Sotera Health Holdings, LLC	78/329332 2901835	11/18/2003 11/9/2004
VERICYCLE	Sotera Health Holdings, LLC	86/505841 4807607	1/16/2015 9/8/2015
STERIGENICS GPS	Sotera Health Holdings, LLC	85/778214 4499134	11/13/2012 3/18/2014
EXCELL	Sotera Health Holdings, LLC	86/941150 5127205	3/15/2016 1/24/2017
ELECTROSTAT	Sotera Health Holdings, LLC	86/941181 5127206	3/15/2016 1/24/2017
BECAUSE EVERY TEST MATTERS	Sotera Health Holdings, LLC	86/305614 4671346	6/10/2014 1/13/2015

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
NELSON LABORATORIES AND DESIGN	Sotera Health Holdings, LLC	77/934480 3891385	2/12/2010 12/14/2010
NELSON LABORATORIES	Sotera Health Holdings, LLC	77/934325 3847753	2/12/2010 9/14/2010
THE SCIENCE OF SUCCESS	Sotera Health Holdings, LLC	77/934592 3936528	2/12/2010 3/29/2011
NELSON LABORATORIES	Sotera Health Holdings, LLC	87/506192 5457294	6/26/2017 5/1/2018
NELSON LABS	Sotera Health Holdings, LLC	87/492473 5566779	6/16/2017 9/18/2018
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636332 5788573	10/6/2017 6/25/2019
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636328 5788572	10/6/2017 6/25/2019
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636325 5776362	10/6/2017 6/11/2019
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636321 5921491	10/6/2017 11/26/2019
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636316 5921490	10/6/2017 11/26/2019
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636262 5758487	10/6/2017 5/21/2019
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636259 5758486	10/6/2017 5/21/2019

Trademark	Registered Owner/Applicant	Application No./ Reg- istration No.	Filing Date/ Registration Date
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636256 5788571	10/6/2017 6/25/2019
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636254 5758485	10/6/2017 5/21/2019
SOTERA HEALTH LOGO 	Sotera Health Holdings, LLC	87/636248 6008373	10/6/2017 3/10/2020
SAFEGUARDING GLOBAL HEALTH	Sotera Health Holdings, LLC	87/679517 5814254	11/10/2017 7/23/2019
SAFEGUARDING GLOBAL HEALTH	Sotera Health Holdings, LLC	87/679515 5962048	11/10/2017 1/14/2020
SAFEGUARDING GLOBAL HEALTH	Sotera Health Holdings, LLC	87/679514 5814253	11/10/2017 7/23/2019
SAFEGUARDING GLOBAL HEALTH	Sotera Health Holdings, LLC	87/679511 5636034	11/10/2017 12/25/2018