

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Nuclear Corp.		01/06/2021	Corporation: FLORIDA
Gammex, Inc.		01/06/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1300 Thames St., 4th Fl.		
Internal Address:	Thames St. Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4051011	3DVH	
Registration Number:	4072822	ARCCHECK	
Registration Number:	4213032	ARCCHECK	
Registration Number:	4097946	MAPCHECK	
Registration Number:	4119353	SUNPOINT	
Registration Number:	1556475	SOLID WATER	
Registration Number:	4552084	RADIANT	
Registration Number:	1933009	GAMMEX	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$215.00 4051011

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/06/2021
Total Attachments: 6 source=61. Mirion - Grant of Security Interest in Trademark Rights#page1.tif source=61. Mirion - Grant of Security Interest in Trademark Rights#page2.tif source=61. Mirion - Grant of Security Interest in Trademark Rights#page3.tif source=61. Mirion - Grant of Security Interest in Trademark Rights#page4.tif source=61. Mirion - Grant of Security Interest in Trademark Rights#page5.tif source=61. Mirion - Grant of Security Interest in Trademark Rights#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of January 6, 2021, is made by Sun Nuclear Corp., a Florida corporation and Gammex, Inc., a Wisconsin corporation (each a “Grantor”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of March 8, 2019 (as amended by that certain Joinder Agreement and Amendment No. 3, dated as December 18, 2020, that certain Joinder Agreement and Amendment No. 2, dated as of December 16, 2019, that certain Joinder Agreement and Amendment No. 1 dated as of July 8, 2019 and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mirion Technologies (HoldingRep), Ltd., a limited liability company incorporated in England and Wales with company number 9299670 (“Holdings”), Mirion Technologies (Global), Ltd., a limited liability company incorporated in England and Wales with company number 9300420 (“Intermediate UK Holdings”), Mirion Technologies (Luxembourg) S.à r.l., a société à responsabilité limitée incorporated under the laws of Luxembourg, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B222380 (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 Morgan Stanley Senior Funding, Inc., as the Administrative Agent, the Collateral Agent and a Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Intermediate UK Holdings, the Borrowers and the other Restricted Subsidiaries, and one or more Lenders or Affiliates of Lenders may enter into (x) Secured Cash Management Agreements with Holdings, Intermediate UK Holdings, the Parent Borrower and/or their Restricted Subsidiaries or (y) Secured Hedge Agreements with the applicable Borrower and/or any Restricted Subsidiary;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of March 8, 2019 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties continuing security interest in all of its Intellectual Property, including its Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Letter of Credit Issuers to issue Letters of Credit for the account of Intermediate UK Holdings, the Borrowers and the other Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into (x) Secured Cash Management Agreements with Holdings, Intermediate UK Holdings, the Parent Borrower and/or their Restricted Subsidiaries or (y) Secured Hedge Agreements with the applicable Borrower and/or any Restricted Subsidiary, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires,

terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until the grant of a security interest therein would not impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the other Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in this Agreement shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUN NUCLEAR CORP.
as a Grantor

By: 
Name: Brian Schopfer
Title: Chief Financial Officer

GAMMEX, INC.
as a Grantor

By: 
Name: Brian Schopfer
Title: Chief Financial Officer

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007177 FRAME: 0722

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Collateral Agent

By: 
Name: Jordan Ransom
Title: Authorized Signatory

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007177 FRAME: 0723

SCHEDULE A

U.S. Trademark Registrations and Applications

Applicant/ Registrant	Title	Registration Number	Registration Date	Application Filing Date	Owner
85/136765	3DVH	4051011	11/1/2011	9/23/2010	Sun Nuclear Corp
85/143089	ARCCHECK	4072822	12/20/2011	10/1/2010	Sun Nuclear Corp
85/497028	ARCCHECK	4213032	9/25/2012	12/16/2011	Sun Nuclear Corp
85/188206	MAPCHECK	4097946	2/14/2012	12/1/2010	Sun Nuclear Corp
85/188155	SUNPOINT	4119353	3/27/2012	12/1/2010	Sun Nuclear Corp
73/740338	SOLID WATER	1556475	09/19/1989	7/18/1988	Gammex. Inc.
85/348816	RADIANT	4552084	6/17/2014	6/17/2011	Gammex. Inc.
74/588314	GAMMEX	1933009	11/7/1995	10/17/1994	Gammex. Inc.