

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION, as First Lien Notes Collateral Agent		08/27/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NELSON LABORATORIES FAIRFIELD, INC.		
Street Address:	122 FAIRFIELD ROAD		
City:	FAIRFIELD		
State/Country:	NEW JERSEY		
Postal Code:	07004		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4870665	GIBRALTAR LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	(312) 554-8000		
Email:	blc@pattishall.com, kep@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	2772-00-0039		
NAME OF SUBMITTER:	Bradley L. Cohn		
SIGNATURE:	/bradleycohn/		
DATE SIGNED:	08/30/2021		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

August 27, 2021

WHEREAS, NELSON LABORATORIES FAIRFIELD, INC., a New Jersey corporation (“Nelson”) granted a security interest (the “**Security Interest**”) in and a lien upon certain trademarks to WILMINGTON TRUST, NATIONAL ASSOCIATION, as First Lien Notes Collateral Agent (“**Secured Party**”), as set forth in that certain Trademark Security Agreement, dated as of May 6, 2021, by Nelson in favor of Secured Party, which was recorded in the United States Patent and Trademark Office on May 28, 2021 at Reel 007310, Frame 0060, including any supplements prior to the date hereof (“**Trademark Security Agreement**”);

WHEREAS, the indebtedness secured by the Security Interest has been paid in full, and Nelson has requested that Secured Party release to Nelson any and all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks (as such terms are defined in that certain First Lien Collateral Agreement, dated as of July 31, 2020, by and among Sotera Health Holdings, LLC, Sotera Health Company (f/k/a Sotera Health Topco, Inc.), the other Grantors from time to time party thereto and the Secured Party, including any supplements thereto made prior to the date hereof (the “**Collateral Agreement**”), including, without limitation, those items identified in Schedule I annexed hereto and made a part hereof. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. absolutely, unconditionally and irrevocably terminates, cancels and releases to Nelson any and all liens, security interests, right, title and interest that Secured Party or its predecessors, successors and assigns may have pursuant to the Trademark Security Agreement in or to the Trademarks, including, without limitation, those items identified in Schedule I and/or any goodwill associated with any of the foregoing, without representation or warranty, express or implied, of any kind, except as set forth in Section 4 herein;
2. agrees that any power of attorney or similar rights granted by Nelson to Secured Party or its predecessors, successors and assigns with respect to the Trademarks, including, without limitation, those items identified in Schedule I, pursuant to or in connection with the Trademark Security Agreement is terminated;
3. agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this release, at Nelson’s sole cost and expense;
4. represents and warrants that it has full authority to execute and deliver this release; and
5. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

This release shall be binding upon Secured Party's representatives, successors, assigns and transferees and is made in favor of and for the benefit of Nelson and its successors and assigns. Delivery of an executed signature page to this release by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this release.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademark Rights to be executed by its duly authorized officer as of the date above first written.

SECURED PARTY:


WILMINGTON TRUST, NATIONAL ASSOCIATION,
Solely in its capacity as First Lien Notes Collateral Agent

By: *Karen Ferry*

Name: Karen Ferry

Title: Vice President

SCHEDULE I

Trademark	Application No./ Registration No.	Filing Date/ Registration Date
GIBRALTAR LABORATORIES 	86/626195 4870665	5/12/2015 12/15/2015

[SCHEDULE TO RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS]

RECORDED: 08/30/2021

**TRADEMARK
REEL: 007407 FRAME: 0355**