

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, as resigning First Lien Collateral Agent		10/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as successor First Lien Collateral Agent		
Street Address:	500 Stanton Christina Rd., NCC5 / 1st Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	National Banking Association: UNITED STATES		
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:	2125305219		
<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:	2125305243		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	57000.00093		
NAME OF SUBMITTER:	Eric Hyla		

CH \$165.00 4671346

SIGNATURE:	/Eric Hyla/
DATE SIGNED:	10/28/2021
Total Attachments: 5 source=Sotera - Assignment and Assumption of Trademark Security Agreement (Nelson Laboratories) [Executed]#page1.tif source=Sotera - Assignment and Assumption of Trademark Security Agreement (Nelson Laboratories) [Executed]#page2.tif source=Sotera - Assignment and Assumption of Trademark Security Agreement (Nelson Laboratories) [Executed]#page3.tif source=Sotera - Assignment and Assumption of Trademark Security Agreement (Nelson Laboratories) [Executed]#page4.tif source=Sotera - Assignment and Assumption of Trademark Security Agreement (Nelson Laboratories) [Executed]#page5.tif	

**ASSIGNMENT AND ASSUMPTION OF
TRADEMARK SECURITY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this "Assignment and Assumption") effective as of October 22, 2021 ("Effective Date") is made by JEFFERIES FINANCE LLC, a company having an address of 520 Madison Avenue, New York, New York 10022, as resigning First Lien Collateral Agent, as assignor ("Assignor") and JPMORGAN CHASE BANK, N.A., a company having an address of 500 Stanton Christina Rd., NCC5 / 1st Floor, Newark, Delaware 19713, as successor First Lien Collateral Agent, as assignee ("Assignee");

WHEREAS Sotera Health Company, a Delaware corporation ("Holdings"), Sotera Health Holdings, LLC, a Delaware limited liability company (the "Borrower"), each other Loan Party, and the Assignor entered into a Credit Agreement dated as of December 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Assignor and certain Grantors (as defined therein) also entered into that that certain Trademark Security Agreement dated December 13, 2019 ("Trademark Security Agreement") pursuant to which Assignor received from Nelson Laboratories, LLC a security interest in certain trademarks set forth on Exhibit A, including such other rights set forth in the Trademark Security Agreement ("Intellectual Property Collateral") which Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 6821 Frame 0016.

WHEREAS, pursuant to that certain Resignation, Consent and Appointment Agreement dated as of January 20, 2021 by and among Assignor as resigning agent and Assignee as succeeding agent, among other parties ("Instrument"), Assignor has irrevocably assigned and transferred to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations under the Credit Agreement and the other Loan Documents (including, without limitation, its Liens and security interests in the Collateral).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in, to and under the Trademark Security Agreement and the Intellectual Property Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Patents and Trademarks to record this Assignment and Assumption in the USPTO with respect to the Intellectual Property Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

JEFFERIES FINANCE LLC as Assignor

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Accepted:

JPMORGAN CHASE BANK, N.A., as Assignee

By: 

Name: Dawn Lee Lum

Title: Executive Director

Exhibit A

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