

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705866

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REGULATORY COMPLIANCE ASSOCIATES INC.		01/31/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as successor in interest to Jefferies Finance LLC		
<b>Street Address:</b>	500 Stanton Christiana Road		
<b>Internal Address:</b>	NCC5 / 1st Floor		
<b>City:</b>	Newark		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19713		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4023891	WELLNESS FOR BUSINESS	
<b>Registration Number:</b>	4367542	REGULATORY COMPLIANCE ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2125305243		
<b>Email:</b>	dcip@milbank.com, ehyla@milbank.com		
<b>Correspondent Name:</b>	Eric Hyla, Esq.		
<b>Address Line 1:</b>	55 Hudson Yards		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10001-2163		
<b>ATTORNEY DOCKET NUMBER:</b>	57000.00093		
<b>NAME OF SUBMITTER:</b>	Eric Hyla		
<b>SIGNATURE:</b>	/Eric Hyla/		
<b>DATE SIGNED:</b>	02/01/2022		

CH \$65.00 4023891

**Total Attachments: 5**

source=RCA Joinder - TM Security Agreement [Executed]#page1.tif

source=RCA Joinder - TM Security Agreement [Executed]#page2.tif

source=RCA Joinder - TM Security Agreement [Executed]#page3.tif

source=RCA Joinder - TM Security Agreement [Executed]#page4.tif

source=RCA Joinder - TM Security Agreement [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2022 (this “Agreement”), among REGULATORY COMPLIANCE ASSOCIATES INC. (the “Grantor”) and JPMORGAN CHASE BANK, N.A. (“JPMorgan”) (as successor in interest to 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 JPMorgan (as successor in interest to Jeffries 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.

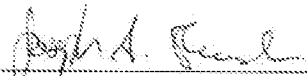
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

REGULATORY COMPLIANCE  
ASSOCIATES INC., as Grantor

By:   
Name: Joseph A. Shrawder  
Title: President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007599 FRAME: 0520**

JPMORGAN CHASE BANK, N.A., as First  
Lien Collateral Agent

By:   
Name: Joon Hur  
Title: Executive Director

Schedule I

Trademark	Registered Owner/Applicant	Serial No./ Registration No.	Filing Date/ Registration Date
WELLNESS FOR BUSINESS	Regulatory Compliance Associates Inc.	85163699 4023891	10/28/ 2010 9/6/2011
REGULATORY COMPLIANCE ASSOCIATES	Regulatory Compliance Associates Inc.	85768941 4367542	11/1/2012 7/16/2013