

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sotera Health Holdings, LLC		02/23/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as First Lien Collateral Agent		
Street Address:	CIB DMO WLO		
Internal Address:	Mailcode NY1-C413 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
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:	2294781	STERIPRO	
Registration Number:	4499133	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:	5457294	NELSON LABORATORIES	
Registration Number:	5566779	NELSON LABS	
Registration Number:	5788573		
Registration Number:	5788572		
Registration Number:	5776362		

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Property Type	Number	Word Mark
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: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049067-0481
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	02/23/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2023 (this “Agreement”), among Sotera Health Holdings, LLC (the “Grantor”) and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity and together with its successors and assigns, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of February 23, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among SOTERA HEALTH COMPANY, a Delaware corporation (“Holdings”), SOTERA HEALTH HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto and JPMORGAN CHASE BANK, N.A., as First Lien Administrative Agent and First Lien Collateral Agent and (b) the First Lien Collateral Agreement dated of February 23, 2023 (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 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 as consideration for Loans previously made. 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 (collectively, 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. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures 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 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.

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

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

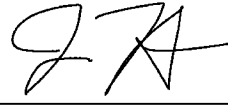
SOTERA HEALTH HOLDINGS, LLC, as
Grantor

By: 
Name: Jason Peterson
Title: Treasurer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008001 FRAME: 0799

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



By _____


Name: Joon Hur

Title: Executive Director




[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008001 FRAME: 0800

Schedule I




Title	Application No./ Registration No.	Filing Date/ Registration Date
CYCLEONE	78/192939 2883082	12/10/2002 9/7/2004
EOSTAT	78/192942 2839257	12/10/2002 5/4/2004
GAMMASTAT	75/031303 2017700	11/14/1995 11/19/1996
S LOGO 	76/527402 2878762	6/23/2003 8/31/2004
STERIGENICS	75/494932 2247799	6/2/1998 5/25/1999
STERIPRO	75/494839 2294781	6/2/1998 11/23/1999
STERIGENICS GPS GLOBAL PROCESSING STATUS	85/778207 4499133	11/13/2012 3/18/2014
SURGICYCLE	78/329332 2901835	11/18/2003 11/9/2004
VERICYCLE	86/505841 4807607	1/16/2015 9/8/2015
STERIGENICS GPS	85/778214 4499134	11/13/2012 3/18/2014
EXCELL	86/941150 5127205	3/15/2016 1/24/2017
ELECTROSTAT	86/941181 5127206	3/15/2016 1/24/2017

[Schedule I to Trademark Security Agreement]

BECAUSE EVERY TEST MATTERS	86/305614 4671346	6/10/2014 1/13/2015
NELSON LABORATORIES	87/506192 5457294	6/26/2017 5/1/2018
NELSON LABS	87/492473 5566779	6/16/2017 9/18/2018
SOTERA HEALTH LOGO 	87/636332 5788573	10/6/2017 6/25/2019
SOTERA HEALTH LOGO 	87/636328 5788572	10/6/2017 6/25/2019
SOTERA HEALTH LOGO 	87/636325 5776362	10/6/2017 6/11/2019
SOTERA HEALTH LOGO 	87/636321 5921491	10/6/2017 11/26/2019
SOTERA HEALTH LOGO 	87/636316 5921490	10/6/2017 11/26/2019
SOTERA HEALTH LOGO 	87/636262 5758487	10/6/2017 5/21/2019
SOTERA HEALTH LOGO 	87/636259 5758486	10/6/2017 5/21/2019
SOTERA HEALTH LOGO	87/636256 5788571	10/6/2017 6/25/2019

[Schedule I to Trademark Security Agreement]

TRADEMARK
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SOTERA HEALTH LOGO 	87/636254 5758485	10/6/2017 5/21/2019
SOTERA HEALTH LOGO 	87/636248 6008373	10/6/2017 3/10/2020
SAFEGUARDING GLOBAL HEALTH	87/679517 5814254	11/10/2017 7/23/2019
SAFEGUARDING GLOBAL HEALTH	87/679515 5962048	11/10/2017 1/14/2020
SAFEGUARDING GLOBAL HEALTH	87/679514 5814253	11/10/2017 7/23/2019
SAFEGUARDING GLOBAL HEALTH	87/679511 5636034	11/10/2017 12/25/2018

[Schedule I to Trademark Security Agreement]