# 900664512 12/21/2021

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM696653

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900651584

## **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type
Mirion Technologies (US), Inc.		10/20/2021	Corporation: DELAWARE
MIRION TECHNOLOGIES (CANBERRA), INC.		10/20/2021	Corporation: DELAWARE
MIRION TECHNOLOGIES (CONAX NUCLEAR), INC.		10/20/2021	Corporation: NEW YORK
SUN NUCLEAR CORP.		10/20/2021	Corporation: FLORIDA
GAMMEX, INC.		10/20/2021	Corporation: WISCONSIN
MIRION TECHNOLOGIES (IST) CORPORATION		10/20/2021	Corporation: NEW YORK
BIODEX MEDICAL SYSTEMS, INC.		10/20/2021	Corporation: NEW YORK
MIRION TECHNOLOGIES (CAPINTEC), INC.		10/20/2021	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Citibank, N.A., as Collateral Agent	
Street Address:	1 Penss Way, Ops II	
City:	New Castle	
State/Country:	DELAWARE	
Postal Code:	19720	
Entity Type:	National Banking Association: UNITED STATES	

## **PROPERTY NUMBERS Total: 56**

Property Type	Number	Word Mark
Registration Number:	2607413	PIPS
Registration Number:	2884838	ISOLO
Registration Number:	3409863	AVIOR
Registration Number:	3406092	FALCON 5000
Registration Number:	3865048	COLIBRI
Registration Number:	3589160	LYNX
Registration Number:	3972007	CRONOS
Registration Number:	4419654	PROSPECT

TRADEMARK
REEL: 007511 FRAME: 0172

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Property Type	Number	Word Mark
Registration Number:	4309222	HORIZON
Registration Number:	4450265	ACCURATE
Registration Number:	4507954	DSA-LX
Registration Number:	5013407	WEBREMOTE
Registration Number:	4678819	OSPREY
Registration Number:	5059681	CRYO-PULSE
Registration Number:	5054800	APEX
Registration Number:	2399578	IST CONAX NUCLEAR
Registration Number:	2399577	IST-QUADTEK
Registration Number:	2069656	LYNX
Registration Number:	1501969	QUADTEK
Registration Number:	2117556	SPYROMETER
Registration Number:	1434570	BEDBUG
Registration Number:	3153003	REES
Registration Number:	1706388	IST
Registration Number:	1966436	MGP INSTRUMENTS
Registration Number:	3502483	RADLOCK
Registration Number:	3894304	INSTADOSE
Registration Number:	3923588	MIRION
Registration Number:	3917485	
Registration Number:	5147239	DOSIME
Registration Number:	5408400	DOSIME
Registration Number:	1390671	BIODEX
Registration Number:	5127201	BIODEX
Registration Number:	4051011	3DVH
Registration Number:	4072822	ARCCHECK
Registration Number:	4213032	ARCCHECK
Registration Number:	4097946	MAPCHECK
Registration Number:	4119353	SUNPOINT
Registration Number:	6348430	SUNCHECK
Registration Number:	6335464	SUN NUCLEAR CORPORATION
Registration Number:	6335463	SUN NUCLEAR
Registration Number:	1556475	SOLID WATER
Registration Number:	1933009	GAMMEX
Registration Number:	0975082	CAPINTEC
Registration Number:	0973367	CRC
Registration Number:	0975083	CII
Registration Number:	1107119	TOMORAD

Property Type	Number	Word Mark
Registration Number:	1246249	THERARAD
Registration Number:	1303469	THERM-O-SCOPE
Registration Number:	1147575	PENCIL CHAMBER
Registration Number:	1270617	CAP-MAC
Registration Number:	1595165	C-VEST
Registration Number:	1595166	CAPINTEC-VEST
Registration Number:	1814803	CAPTUS
Registration Number:	1778756	CAPCELL
Registration Number:	2906340	CAPRAC
Registration Number:	5606555	CAP-RAD

#### **CORRESPONDENCE DATA**

### Fax Number:

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:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1501847
NAME OF SUBMITTER:	Katherine McDonnell
SIGNATURE:	/Katherine McDonnell/
DATE SIGNED:	12/21/2021

### **Total Attachments: 10**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "<u>Agreement</u>"), dated as of October 20, 2021, is made by each of the undersigned (each, a "<u>Grantor</u>"), in favor of Citibank, N.A., as collateral agent (in such capacity, together with its successors and assigns, the "<u>Collateral Agent</u>") for the several banks and other financial institutions (the "<u>Lenders</u>") from time to time parties to the Credit Agreement, dated as of October 20, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Mirion Technologies (HoldingSub2), Ltd., a limited liability company incorporated in England and Wales with company number 09299632 ("<u>Holdings</u>"), Mirion Technologies (US Holdings), Inc., a Delaware corporation (the "<u>Parent Borrower</u>"), Mirion Technologies (US), Inc., a Delaware corporation (the "<u>Subsidiary Borrower</u>" and, together with the Parent Borrower and any Additional Borrowers, the "<u>Borrowers</u>"), the Lenders from time to time party thereto and Citibank, N.A., 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 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, the Parent Borrower and/or their Restricted Subsidiaries or (y) Secured Hedge Agreements with the Holdings, the Parent Borrower and/or their Restricted Subsidiaries;

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 October 20, 2021 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 each of 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 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, the Parent Borrower and/or their Restricted Subsidiaries or (y) Secured Hedge Agreements with the Holdings, the Parent Borrower and/or their Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. 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 owned Trademarks (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, in each case except to the extent constituting Excluded Property (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-

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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. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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.
- 6. <u>Governing Law</u>: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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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.

MIRION TECHNOLOGIES (CANBERRA), INC.
MIRION TECHNOLOGIES (CONAX NUCLEAR), INC.
SUN NUCLEAR CORP.
GAMMEX, INC., each a Grantor

By:

Name: Brian Schopfer

Title: Chief Financial Officer

MIRION TECHNOLOGIES (IST) CORPORATION, as a Grantor

By:

Name: Timmie J. Pelot Title: President

MIRION TECHNOLOGIES (US), INC. BIODEX MEDICAL SYSTEMS, INC., each a Grantor

By:

Name: Brian Schopfer

Title: Vice President & Chief Financial

Officer

MIRION TECHNOLOGIES (CAPINTEC),

**INC.**, as the Grantor

By:

Name: Emmanuelle Lee

Title: Secretary

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.

MIRION TECHNOLOGIES (CANBERRA), INC.
MIRION TECHNOLOGIES (CONAX NUCLEAR), INC.
SUN NUCLEAR CORP.
GAMMEX, INC., each a Grantor

By:

Name: Brian Schopfer

Title: Chief Financial Officer

MIRION TECHNOLOGIES (IST) CORPORATION, as a Grantor

By:

timmie J. Pelot

Name: Timmie J. Pelot Title: President

MIRION TECHNOLOGIES (US), INC. BIODEX MEDICAL SYSTEMS, INC., each a Grantor

By:

Name: Brian Schopfer

Title: Vice President & Chief Financial

Officer

MIRION TECHNOLOGIES (CAPINTEC),

**INC.**, as the Grantor

By:

Name: Emmanuelle Lee

Title: Secretary

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MIRION TECHNOLOGIES (CONAX NUCLEAR), INC.
SUN NUCLEAR CORP.
GAMMEX, INC., each a Grantor

By:

Name: Brian Schopfer

Title: Chief Financial Officer

MIRION TECHNOLOGIES (IST) CORPORATION, as a Grantor

By:

Name: Timmie J. Pelot Title: President

MIRION TECHNOLOGIES (US), INC. BIODEX MEDICAL SYSTEMS, INC., each a Grantor

By:

Name: Brian Schopfer

Title: Vice President & Chief Financial

Officer

MIRION TECHNOLOGIES (CAPINTEC),

**INC.**, as the Grantor

By:

Emmanuelle lee

Name: Emmanuelle Lee Title: Secretary

[Grant of Security Interest in Trademark Rights]

CITIBANK, N.A., as the Collateral Agent

By: \_\_\_\_\_

Name Michael Braganza

Title: Vice President

[Grant of Security Interest in Trademark Rights]

**RECORDED: 10/22/2021**