



**Registration of a Charge**

Company name: **MIRION TECHNOLOGIES (CANBERRA UK) LIMITED**  
Company number: **03640077**



X825C8NK

Received for Electronic Filing: **27/03/2019**

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**Details of Charge**

Date of creation: **08/03/2019**  
Charge code: **0364 0077 0006**  
Persons entitled: **MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT**  
Brief description: **INTELLECTUAL PROPERTY; TRADEMARK: ICAM; REGISTRATION NO.: 3,882,132; REGISTRATION DATE: 30/11/2010; APPLICATION NO.: 77/724,202; APPLICATION FILING DATE: 28/04/2009**  
**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ASHURST LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3640077

Charge code: 0364 0077 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2019 and created by MIRION TECHNOLOGIES (CANBERRA UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2019 .

Given at Companies House, Cardiff on 28th March 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## EXECUTION VERSION

### GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 8, 2019, is made by Mirion Technologies (Canberra UK) Limited, a limited liability company incorporated under the laws of England and Wales (the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mirion Technologies (HoldingRep), Ltd., a limited liability company incorporated in England and Wales with company number 9299670 ("Holdings"), Mirion Technologies (Global), Ltd., a limited liability company incorporated in England and Wales with company number 9300420 ("Intermediate UK Holdings"), Mirion Technologies (USA), LLC, a Delaware limited liability company ("Merger Sub Parent"), Mirion Technologies (Luxembourg) S.à r.l., a *société à responsabilité limitée* incorporated under the laws of Luxembourg, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B222380 (the "Parent Borrower"), Mirion Technologies, Inc., a Delaware corporation (the "U.S. Subsidiary Borrower" and together with the Parent Borrower, the "Borrowers"), the Lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., 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 Intermediate UK Holdings, 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, Intermediate UK Holdings, the Parent Borrower and/or their Restricted Subsidiaries or (y) Secured Hedge Agreements with the applicable Borrower and/or any Restricted Subsidiary;

WHEREAS, in connection with the Credit Agreement, each Grantor agrees to pledge and grant to the Collateral Agent for the benefit the Secured Parties a continuing security interest in all of its U.S. Intellectual Property, including 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 Intermediate UK Holdings, 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, Intermediate UK Holdings, the Parent Borrower and/or their Restricted Subsidiaries or (y) Secured Hedge Agreements with the applicable Borrower and/or any Restricted Subsidiary, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. 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 that certain U.S. Security Agreement, dated as of March 8, 2019, among Merger Sub Parent, the U.S. Subsidiary Borrower and certain other Subsidiaries of Holdings and the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "U.S. 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 U.S. Intellectual Property that are not Excluded Property (including, without limitation, those Trademarks listed on Schedule A hereto), including the goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (collectively, the "U.S. IP 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-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. Purpose. 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.

4. Acknowledgment. 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 U.S. IP Collateral granted hereby, and the obligations of Grantor with respect to the U.S. IP Collateral, are more fully set forth in the Credit Agreement and the U.S. Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein as if fully set forth herein, *mutatis mutandis*, as if the Grantor was a signatory "Grantor" under the U.S. Security Agreement.

5. Counterparts. 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. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

MIRION TECHNOLOGIES (CANBERRA UK)  
LIMITED,  
as the Grantor

By:

\_\_\_\_\_  
Name: James Cocks  
Title: Director

[Grant of Security Interest in Trademark Rights]

MORGAN STANLEY SENIOR FUNDING, INC.,  
as the Collateral Agent

By: \_\_\_\_\_  
Name: Jordan Ransom  
Title: Authorized Signatory

[Grant of Security Interest in Trademark Rights]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Applicant/ Registrant</b>	<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Application Number</b>	<b>Application Filing Date</b>
Mirion Technologies (Canberra UK) Limited	ICAM	3,882,132	11/30/2010	77/724,202	4/28/2009