

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3334485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
MIRION TECHNOLOGIES (RADOS) GMBH	04/30/2015

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	8541753
Patent Number:	8119993
Patent Number:	7301152

CORRESPONDENCE DATA

Fax Number: (212)303-7064

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.

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Email: christinedionne@paulhastings.com

Correspondent Name: CHRISTINE DIONNE C/O PAUL HASTINGS LLP

Address Line 1: 75 EAST 55TH STREET

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78652.00035 (SECOND LIEN)
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	04/30/2015

Total Attachments: 5

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SECOND LIEN GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of April 30, 2015, is made by Mirion Technologies (Rados) GmbH, an entity organized under the laws of Germany (the “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, together with its successors and assigns, the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Second Lien Credit Agreement, dated as of March 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mirion Technologies (HoldingRep), Ltd. (formerly known as Heisenberg UK3 Limited), a limited liability company incorporated in England and Wales with company number 9299670 (“Holdings”), Mirion Technologies (Global), Ltd. (formerly known as Heisenberg UK4 Limited), 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 (Finance), LLC, a Delaware limited liability company (the “Parent Borrower”), Heisenberg MergerSub, Inc., a Delaware corporation (“Merger Sub” and, at any time prior to the consummation of the Merger, the “U.S. Subsidiary Borrower”), to be merged with and into Mirion Technologies, Inc., a Delaware corporation (the “Company” and upon and at any time after the consummation of the Merger, “U.S. Subsidiary Borrower” and together with the Parent Borrower, the “Borrowers”), the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Term Loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of March 31, 2015 in favor of the 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 Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Patents, that are 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 Term Loans to the Borrowers, Grantor agrees, for the benefit of the 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 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 the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations.

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. 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.

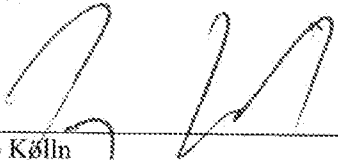
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (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. 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.

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.

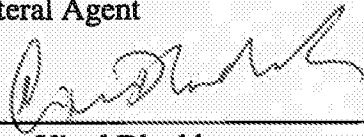
MIRON TECHNOLOGIES (RADOS) GMBH
as the Grantor

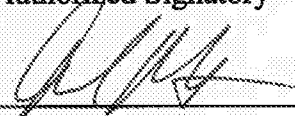
By: 
Name: Ingo Kölln
Title: Managing Director

[Heisenberg Second Lien Patent Security Agreement]

PATENT
REEL: 035539 FRAME: 0381

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent**

By: 
Name: Vipul Dhadda
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

SCHEDULE A

U.S. Patent Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TITLE
Mirion Technologies (Rados) GmbH	8541753	12881770	Measurement apparatus and method for detecting contamination on a moving object
Mirion Technologies (Rados) GmbH	8119993	12881951	Method for detecting contamination on a moving object
Mirion Technologies (Rados) GmbH	7301152	11173260	Lightweight planar detector for objects contaminated with particle radiation