

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3893563

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MIRION TECHNOLOGIES, INC.	05/27/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	
<b>Street Address:</b>	11 MADISON AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10010	
<b>PROPERTY NUMBERS Total: 4</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14773711
	Application Number:	14815750
	Patent Number:	9134430
	Patent Number:	9151848
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(800)494-7512	
<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>	202-370-4750	
<b>Email:</b>	ipteam@nationalcorp.com	
<b>Correspondent Name:</b>	JOANNA MCCALL	
<b>Address Line 1:</b>	1025 VERMONT AVE NW, SUITE 1130	
<b>Address Line 2:</b>	NATIONAL CORPORATE RESEARCH, LTD	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005	
<b>ATTORNEY DOCKET NUMBER:</b>	F163377	
<b>NAME OF SUBMITTER:</b>	SONYA JACKMAN	
<b>SIGNATURE:</b>	/Sonya Jackman/	
<b>DATE SIGNED:</b>	05/27/2016	
<b>Total Attachments: 5</b>		

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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 May 27, 2016, is made by Mirion Technologies, Inc., a Delaware corporation (formerly known as Heisenberger Mergersub, Inc.) (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**”), the Grantor (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, the Collateral Agent and a Letter of Credit Issuer.

W I T N E S S E T H:

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 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 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 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.

MIRION TECHNOLOGIES, INC.,  
as the Grantor

By: 

Name: Anthony Rabb

Title: Vice President & CFO

[Second Lien Grant of Security Interest in Patent Rights]

**PATENT**  
**REEL: 038829 FRAME: 0134**

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

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

Name: William O'Daly

Title: Authorized Signatory

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

Name: D. Andrew Maletta

Title: Authorized Signatory

[Second Lien Grant of Security Interest in Patent Rights]

**PATENT**  
**REEL: 038829 FRAME: 0135**

# **SCHEDULE A**

## **U.S. Patent Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
Mirion Technologies, Inc.	14/773,711		RADIATION DETECTOR AND METHOD DOSIMETRY
Mirion Technologies, Inc.	14/815,750		APPARATUS, SYSTEMS, AND METHODS DOSIMETRY
Mirion Technologies, Inc.	12/936,357	9,134,430	APPARATUS, SYSTEMS, AND METHODS DOSIMETRY
Mirion Technologies, Inc.	13/326,215	9,151,848	SYSTEM, METHODS, AND COMPONENTS