

07-26-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102798849

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

IBA S&I International, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____ Delaware
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 06/14/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as Second

Internal
Address: Lien Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

SEE ATTACHED SCHEDULE I

B. Trademark Registration No.(s) _____

SEE ATTACHED SCHEDULE I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____ Corporation Service Company
Internal Address: 1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address: _____

City: New York State: NY Zip: _____

6. Total number of applications and registrations involved: _____

28

7. Total fee (37 CFR 3.41).....\$ 715⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy
Name of Person Signing

Maureen P. Murphy
Signature

07/06/2004

Date

Total number of pages including cover sheet, attachments, and document: 9

07/23/2004 NBETACHE 00000036 73189937

01 FC:8521
02 FC:8522

40.00 OP
675.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231



07-13-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #11

TRADEMARK
REEL: 003012 FRAME: 0647

ITEM 1 (cont'd)

Additional Conveying Parties

Ion Beam Applications, Inc.

IBS S&I, Inc.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

Mark	Application No.	Filing Date	Registration No.	Registered	Owner
VACUGAS	73/189,937	10/19/78	1,140,993	10/28/80	IBA S&I International, Inc.
STERIGENICS (and Design)	75/517,135	7/10/98	2,274,307	8/31/99	Ion Beam Applications, Inc.
(Design only)	75/517,131	7/10/98	2,274,306	8/31/99	Ion Beam Applications, Inc.
(Design only)	75/517,130	7/10/98	2,251,536	6/8/99	Ion Beam Applications, Inc.
STERIGENICS (and Design)	75/517,047	7/10/98	2,249,764	6/1/99	Ion Beam Applications, Inc.
ELECTROSTAT	75/508,432	6/25/98	2,330,298	3/14/00	Ion Beam Applications, Inc.
MINI CELL	75/496,272	6/3/98	2,632,070	10/8/02	Ion Beam Applications, Inc.
EXCELL	75/495,561	6/3/98	2,717,652	5/20/03	Ion Beam Applications, Inc.
STERIGENICS	75/494,932	6/2/98	2,247,799	5/25/99	Ion Beam Applications, Inc.
STERIPRO	75/494,839	6/2/98	2,294,781	11/23/99	Ion Beam Applications, Inc.
STERIGENICS	75/494,832	6/2/98	2,275,902	9/7/99	Ion Beam Applications, Inc.
GAMMASTAT	75/031,303	11/14/95	2,017,700	11/19/96	Ion Beam Applications, Inc.
PURELY BY CHOICE	74/499,047	3/10/94	1,993,852	8/13/96	Ion Beam Applications, Inc.
EOSTAT			2,839,257	5/4/04	IBA S&I, Inc.

U.S. Trademark Applications:

Mark	Application No.	Filing Date	Registration No.	Registered	Owner
STERIDIRECT (Block Letters)	78/334,392	12/1/03			Ion Beam Applications, Inc.
SURGICYCLE (Block Letters)	78/329,332	11/18/03			Ion Beam Applications, Inc.
THE WORLD'S BEST DEFENSE GUARDION (and Design)	78/276,311	7/18/03			Ion Beam Applications, Inc.
THE WORLD'S BEST DEFENSE GUARDION (and Design)	78/276,310	7/18/03			Ion Beam Applications, Inc.
THE WORLD'S BEST DEFENSE GUARDION (and Design)	78/276,301	7/18/03			Ion Beam Applications, Inc.
O.R. CYCLE	78/276,168	7/18/03			Ion Beam Applications, Inc.
O.R. CYCLE	78/276,162	7/18/03			Ion Beam Applications, Inc.
WEBVANTAGE	78/245,828	5/5/03			Ion Beam Applications, Inc.
WEBADVANTAGE	78/245,785	5/5/03			Ion Beam Applications, Inc.
FERTILE MINDS. STERILE SOLUTIONS.	76/527,405	6/23/03			Ion Beam Applications, Inc.
(Design only)	76/527,404	6/23/03			Ion Beam Applications, Inc.
FERTILE MINDS. STERILE SOLUTIONS.	76/527,403	6/23/03			Ion Beam Applications, Inc.

Mark	Application No.	Filing Date	Registration No.	Registered	Owner
S (and Design)	76/527,402	6/23/03			Ion Beam Applications, Inc.
RAPREX	76/519,390	6/4/03			Ion Beam Applications, Inc.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2004, Sterigenics International, Inc., a Delaware corporation (the "Borrower"), IBA S&I International, Inc., a Delaware corporation, and Ion Beam Applications, Inc., a Delaware corporation (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Second Lien Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Second Lien Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Second Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement and Intercreditor Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Second Lien Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the full performance of the Obligations, the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STERIGENICS INTERNATIONAL, INC.

By: *Gaetano Petrelli*
Name: *GAETANO PETRELLI*
Title: *Authorized Representative*

IBA S&I INTERNATIONAL, INC.

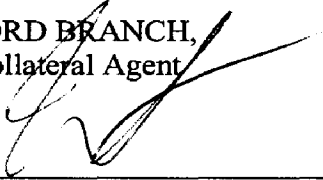
By: *Gaetano Petrelli*
Name: *GAETANO PETRELLI*
Title: *Authorized Representative*

ION BEAM APPLICATIONS, INC.

By: *Gaetano Petrelli*
Name: *GAETANO PETRELLI*
Title: *Authorized Representative*

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Second Lien Collateral Agent



Wilfred V. Saint
Director
Banking Products
Services, US

By: _____

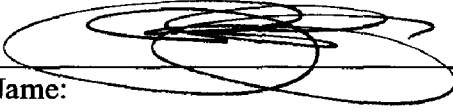
Name:

Title:

By: _____

Name:

Title:



Juan Zuniga
Associate Director
Banking Products Services US

Second Lien Trademark Security Agreement

RECORDED: 07/13/2004

TRADEMARK
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