

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Imaging Research, Inc.		05/29/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Varian Medical Systems, Inc.		
Street Address:	3100 Hansen Way		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1713352	BIR	
CORRESPONDENCE DATA			
Fax Number:	4153920827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-392-1960		
Email:	trademarkgroup@sideman.com		
Correspondent Name:	Kelly Phair McCarthy		
Address Line 1:	One Embarcadero Center, 8th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	5344-500		
NAME OF SUBMITTER:	Barbara Bruntlett		
Signature:	/Barbara Bruntlett/		
Date:	06/07/2012		
Total Attachments: 3 source=TM Assignment Agmt#page1.tif source=TM Assignment Agmt#page2.tif source=TM Assignment Agmt#page3.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 29 day of MAY, 2012, by and between **Bio-Imaging Research, Inc.**, ("Assignor") a corporation organized and existing under the laws of the state of Illinois and having its principle address at 425 Barclay Blvd. Lincolnshire, Illinois 60069 and **Varian Medical Systems, Inc.** ("Assignee") a corporation organized and existing under the laws of the State of Delaware and having its principle place of business at 3100 Hansen Way, Palo Alto, California 94304.

### WITNESSETH

**WHEREAS**, Assignor is the owner of a federal trademark registration ("Assigned Mark") in the United States; and

**WHEREAS**, Assignor wishes to transfer and assign to Assignee all right, title, interest and goodwill in and pertaining to the Assigned Mark presently owned by Assignor.

### A G R E E M E N T

**NOW THEREFORE**, the parties hereto agree as follows:

1. **Transfer of Assigned Mark.** Assignor, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's existing right, title and interest in and to the Assigned Mark, including, without limitation, the specific registration identified in Exhibit A attached hereto and all of Assignor's U.S. and foreign rights in and to the Assigned Mark including rights of registration, common law rights and rights relating to unfair trade practices, together with all of the goodwill associated therewith. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that Assignor has in the Assigned Mark to Assignee.

2. **Trademark Ownership; Prosecution of Infringements; Cooperation.** Assignor acknowledges that Assignee is the sole and exclusive owner of, and has the sole and exclusive right to

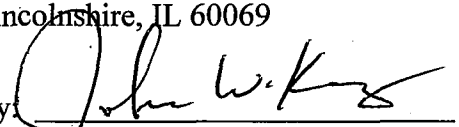
use, register and enforce the Assigned Mark as the mark is currently used or intended to be used on the goods and services described in the registration. Each party shall reasonably cooperate with the other party, as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Assigned Mark.

3. **Entirety of Agreement.** This Agreement and the documents to be executed pursuant thereto, together constitute the complete statement of all the arrangements among the parties with respect to their subject matter, and may not be amended, altered, modified or otherwise changed in any respect except in a writing signed by all parties. The parties acknowledge that they are acting on behalf of, and that this Agreement shall bind and benefit, the parties and their respective successors, assigns, parents, subsidiaries, affiliates and licensees throughout the world.

4. **Governing Law.** This Agreement will be governed by and construed in accordance with the internal substantive law of the State of California, United States of America, without reference to conflicts of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ASSIGNOR: Bio-Imaging Research  
425 Barclay Blvd.  
Lincolnshire, IL 60069

By:   
John Kuo  
Its: Secretary

ASSIGNEE: Varian Medical Systems, Inc.  
3100 Hansen Way  
Palo Alto, CA 94304

By:   
Keith Askoff  
Its: Assistant Secretary

**EXHIBIT A**

Serial No.	Trade mark	Date
1713352	BIR	9, 42

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