

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InfiMed, Inc.		07/12/2012	CORPORATION: NEW YORK
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: 12			
Property Type	Number	Word Mark	
Registration Number:	3205679		
Registration Number:	3894544	ICYNERGY	
Registration Number:	3712856	INFIVISION	
Registration Number:	3719273	I5	
Registration Number:	2882684	INFIGUARD	
Registration Number:	2781779	GIM	
Registration Number:	2855595	INFIMED	
Registration Number:	2768015	INNOVISION	
Registration Number:	2656780	PLATINUM ONE	
Registration Number:	1865635	PACE	
Registration Number:	1791402	INFIMED	
Registration Number:	1791401	INFIMED	
CORRESPONDENCE DATA			

Fax Number: 4153920827

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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/INFIMED ASSIGNMENT

NAME OF SUBMITTER:

Barbara Bruntlett

Signature:

/Barbara Bruntlett/

Date:

07/17/2012

Total Attachments: 3

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Agreement"), entered into this 12<sup>th</sup> day of July, 2012, by and between **InfiMed, Inc.** ("**Assignor**") a corporation organized and existing under the laws of the state of New York and having its principal address at 121 Metropolitan Drive, Liverpool, New York 13088 (United States) and **Varian Medical Systems, Inc.** ("**Assignee**") a corporation organized and existing under the laws of the State of Delaware and having its principal address at 3100 Hansen Way, Palo Alto, California 94304 (United States).

### **W I T N E S S E T H**

**WHEREAS**, Assignor is the owner of all rights, title and interests in and to the trademark registrations listed on Exhibit A attached hereto ("**Trademarks**"); and

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

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

**NOW THEREFORE**, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

1. **Transfer of Assigned Marks.** 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 Trademarks, including, without limitation, the specific registrations identified in Exhibit A attached hereto and all of Assignor's worldwide rights in and to the Trademarks including rights of registration, common law rights and rights relating to unfair trade practices, together with all of the goodwill associated therewith.
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 Trademarks as currently used or intended to be used on the goods and services described in the registrations. 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 Trademarks.
3. **Further Assurances.** 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 Trademarks to Assignee.
4. **Recordation.** Assignor hereby requests that the United States Patent and Trademark Office ("PTO") and the relevant trademark authority in any other country or jurisdiction throughout the world record this Assignment.

5. **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.

6. **Governing Law.** The validity, construction and performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; provided, however, that any aspects of this Assignment that are the subject matter of the United States Lanham Act shall be governed by the federal laws of the United States.

7. **Successor and Assigns.** 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.

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

**ASSIGNOR:**

**InfiMed, Inc.**

By: 

Name: Kim Honeysett

Its: Assistant Secretary

**ASSIGNEE:**

**Varian Medical Systems, Inc.**

By: 

Name: Keith G. Askoff

Its: Assistant Secretary

## **EXHIBIT A**

### **U.S. Trademarks**

<b><u>U.S. Registration No.</u></b>	<b><u>U.S. Serial No.</u></b>	<b><u>Trademark</u></b>
3205679	78/838008	(Design logo)
3894544	77/680288	ICYNERGY
3712856	77/481510	INFIVISION
3719273	77/401553	I5
2882684	76/502237	INFIGUARD
2781779	76/483141	GIM
2855595	76/467426	INFIMED
2768015	76/437498	INNOVISION
2656780	75/521870	PLATINUM ONE
1865635	74/451799	PACE
1791402	74/342296	INFIMED
1791401	74/342295	INFIMED

### **CTM Trademark**

<b><u>Registration No.</u></b>	<b><u>Application No.</u></b>	<b><u>Trademark</u></b>
008512551	008512551	ICYNERGY