

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radmedex LLC		05/27/2016	Limited Liability Company: DELAWARE
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	
Serial Number:	86422235	IT IS AS SIMPLE AS ABC	
CORRESPONDENCE DATA			
Fax Number:	4153921960		
<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>			
Phone:	4153921960		
Email:	trademarkgroup@sideman.com		
Correspondent Name:	Kelly Phair McCarthy		
Address Line 1:	1 Embarcadero Center		
Address Line 2:	22nd Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Ryan Fox		
SIGNATURE:	/Ryan Fox/		
DATE SIGNED:	06/21/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of May 27, 2016 by and between Radmedex LLC, a Delaware limited liability company ("Assignor") and Varian Medical Systems, Inc., a Delaware corporation ("Assignee") pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of May 6, 2016, by and among Assignor, the other Sellers named in the Purchase Agreement, Assignee and the Representative (as defined in the Purchase Agreement).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed on Schedule A attached (the "Assigned Trademarks"); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, among other assets, the Assigned Trademarks, and has agreed to execute and deliver this Assignment, for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the representations, warranties and covenants exchanged in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee do hereby agree and covenant as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title and interest in and to the following:

(a) the Assigned Trademarks, including the trademark registrations and applications for registration of trademarks therefor; and

(b) the following properties and rights with respect to all trademarks and applications listed on Schedule A hereto:

- (i) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;
- (ii) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks;
- (iii) all foreign trademarks that may claim priority based on and correspond to the trademarks listed on Schedule A hereto;
- (iv) all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the trademarks, including without limitation unpaid damages and payments for past, present and future infringements of any trademark;
- (v) all rights in and under the trademarks to the fullest extent allowed by law as fully as Assignor would have held the same in the absence of this assignment;
- (vi) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace Assignor in all related matters; and
- (vii) all other tangible rights of Assignor with respect to the Assigned Trademarks.

2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Upon Assignee's request, Assignor shall take such steps and actions, at Assignee's sole expense, following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

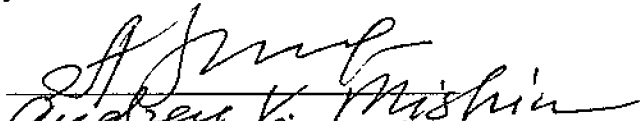
3. Amendments. This Assignment may not be modified, altered, amended, changed, waived or terminated, except pursuant to a writing signed by each party hereto.

4. General. This Assignment (a) is irrevocable and effective upon the Assignor's signatures to and delivery of a manually signed copy of this Assignment or facsimile or email transmission of the signature to this Assignment in connection with the Closing (as defined in the Purchase Agreement), if and only if the Closing is completed, (b) benefits and binds the parties hereto and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement, and (d) may be signed in counterparts as provided in Section 11.13 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Assignment, the provisions of the Purchase Agreement will control. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Assigned Trademarks being transferred hereby, except as specifically set forth in the Purchase Agreement.

[Remainder of page intentionally left blank -- signature page(s) follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment Agreement as of the date first set forth above.

Radmedex LLC, a Delaware limited liability company

By: 
Name: Andrey V. Mishin
Title: President

Varian Medical Systems, Inc., a Delaware corporation


By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment Agreement as of the date first set forth above.

Radmedex LLC, a Delaware limited liability company

By: _____
Name:
Title:

Varian Medical Systems, Inc., a Delaware corporation

By: 
Name: SUNNY K. SANYAL
Title: SENIOR VICE PRESIDENT AND
PRESIDENT, IMAGING COMPONENTS BUSINESS

SCHEDULE A

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Juris.	Description of Goods and Services	Serial Number	Filing Date	Published for Opposition
IT IS AS SIMPLE AS ABC	U.S.A.	IC 009. US 021 023 026 036 038. G&S: Particle accelerators; Radiation detectors	86422235	October 13, 2014	March 17, 2015

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