

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varian Medical Systems, Inc.		01/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Varex Imaging Corporation		
Street Address:	1678 South Pioneer Road		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1128570	DIAMOND	
Registration Number:	1126527	EMERALD	
Registration Number:	2781779	GIM	
Registration Number:	3719273	I5	
Registration Number:	3894544	ICYNERGY	
Registration Number:	2882684	INFIGUARD	
Registration Number:	2855595	INFIMED	
Registration Number:	1791402	INFIMED	
Registration Number:	2583292	INTEGRAL	
Registration Number:	4947109	IT IS AS SIMPLE AS ABC	
Registration Number:	3212599	LINATRON	
Serial Number:	86111016	NEXUS	
Registration Number:	4254567	PAXPOWER	
Registration Number:	2646113	PAXSCAN	
Registration Number:	2656780	PLATINUM ONE	
Registration Number:	3205679		
Registration Number:	1127840	SAPPHIRE	
Registration Number:	4553411	TRUST-RATED	

CH \$465.00 1128570

CORRESPONDENCE DATA**Fax Number:** 4153920827*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.***Phone:** 4153921960**Email:** trademarkgroup@sideman.com**Correspondent Name:** Kelly Phair McCarthy**Address Line 1:** 1 Embarcadero Center, 22nd Floor**Address Line 4:** San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	5344-647
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NAME OF SUBMITTER:	Ryan Fox
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SIGNATURE:	/Ryan Fox/
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DATE SIGNED:	01/18/2017
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 17th day of January, 2017, by and between **Varian Medical Systems, Inc.** ("Assignor") a corporation organized and existing under the laws of the state of Delaware and having its principle address at 3100 Hansen Way, Palo Alto, CA 94304 (United States) and **Varex Imaging Corporation** ("Assignee") a corporation organized and existing under the laws of the State of Delaware and having its principle address at 1678 South Pioneer Road, Salt Lake City, UT 84104 (United States).

WITNESSETH

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, Assignor and Assignee plan to enter into that certain Separation and Distribution Agreement (the "Separation and Distribution Agreement"), and prior to and in connection therewith, Assignor plans to transfer certain assets to Assignee on the terms and conditions set forth in the Separation and Distribution Agreement;

WHEREAS, Assignor is the owner of all rights, title and interests in and to the trademark registrations listed on Schedule 1.17 of the Separation and Distribution Agreement and incorporated herein 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; provided that any assistance provided by Assignor shall be at the sole cost and expense of Assignee.

3. **Further Assurances.** The parties agree to execute any documents in any jurisdiction as may be reasonably 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. **Disclaimer of Representations and Warranties.** In accordance with the Separation and Distribution Agreement, the Trademarks are hereby assigned on an "as is" basis and the Assignee shall bear the economic and legal risks that (i) any conveyance will provide to be insufficient to vest in the Assignee good and marketable title, free and clear of any security interest, and (ii) any necessary approvals or notifications are not obtained or made or that any requirements of laws or judgments are not complied with.

6. **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.

7. **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.

8. **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.

[Signature page follows]

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

ASSIGNOR:

Varian Medical Systems, Inc.

By: 

Name: John W. Kuo

Its: Secretary

ASSIGNEE:

Varex Imaging Corporation

By: 

Name: Kimberley E. Honeysett

Its: Secretary

[Signature page to Trademark Assignment Agreement]

EXHIBIT A

Trademark	Registration or Application Number	Class(es)	Country
CLAYMOUNT	1052850	9, 10	European Union
CLAYMOUNT	1052850	10	Japan
CLAYMOUNT	1052850	10	Korea
CLAYMOUNT	1052850	10	Turkey
CLAYMOUNT	1052850	9, 10	China
CLAYMOUNT	1052850	9, 10	Russian Federation
CLAYMOUNT	1052850	9, 10	Switzerland
CLAYMOUNT	1052850	10	United States
CLAYMOUNT	876876	9, 10	Benelux
CLAYMOUNT	1185406	10	India
CLAYMOUNT	2538845	10	Argentina
CLAYMOUNT	2538844	9	Argentina
DIAMOND	1128570	10	United States
EMERALD	1126527	10	United States
GIM	2781779	10	United States
I5-9	3719273	9	United States
ICYNERGY	8512551	9	European Union
ICYNERGY	3894544	9	United States
INFIGUARD	2882684	42	United States
INFIMED	2855595	10	United States
INFIMED	1791402	9	United States
INFIMED (Logo)	1791401	9	United States
INTEGRAL	4496574	10	Japan
INTEGRAL	2583292	10	United States
INTEGRAL	1877356	9, 10, 37	European Union
IT IS AS SIMPLE AS ABC	4947109	9	United States
LINATRON	866426	9	Australia
LINATRON	866426	9	China
LINATRON	866426	9	European Union
LINATRON	1497661	9	Italy

LINATRON	5141777	9	Japan
LINATRON	866426	9	Korea
LINATRON	866426	9	Singapore
LINATRON	B1091337	9	United Kingdom
LINATRON	3212599	9	United States
LINATRON	1442556	9	France
MICROLINAC	3681496	9	United States
NEXUS	12839254	9	European Union
NEXUS	App: 86111016	9	United States
NEXUSDR	App: 16417595	9	China
PAXPOWER	4254567	10	United States
PAXSCAN	2646113	10	United States
PAXSCAN	39871555	9, 10	Germany
PLATINUM ONE	2656780	9	United States
RED DIAMOND AND CRESCENT LOGO	3205679	10	United States
SAPPHIRE	1127840	10	United States
TRUST-RATED	4553411	9	United States