# CH \$40.00 4576

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432039

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
PerkinElmer Holdings, Inc.		05/01/2017	Corporation: MASSACHUSETTS	

### **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: 1**

Property Type	Number	Word Mark
Registration Number:	4576287	XRPAD

### **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: One Embarcadero Center, 22nd Floor Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Kelly Phair McCarthy	
SIGNATURE:	/Kelly Phair McCarthy/	
DATE SIGNED:	06/21/2017	

### **Total Attachments: 5**

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> TRADEMARK REEL: 006088 FRAME: 0820

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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of May 1, 2017 (the "Effective Date") between PERKINELMER HOLDINGS, INC., a Massachusetts corporation ("Assignor"), and VAREX IMAGING CORPORATION, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Assignment, dated May 1, 2017, pursuant to which Assignor assigns to Assignee all of Assignor's right, title, and interest under, in, and to certain intellectual property rights, including the Trademark Rights (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee (collectively, the "Trademark Rights"):
- (a) all right, title, and interest throughout the world (including all rights provided by international conventions and treaties) in and to all trademarks, trademark registrations, trademark applications and other trademark rights set forth in <u>Schedule 1</u> (collectively, the "Assigned Trademarks"), together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;
- (b) all actions, claims, causes of action, rights of recovery, choses in action, injunctive relief, any other remedies, and rights of setoff of any kind that Assignor may have against any person or entity arising before, on or after the Effective Date primarily relating to any of the Assigned Trademarks;
- (c) all rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks;
  - (d) all rights to prosecute and maintain the Assigned Trademarks; and
- (e) all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.
- 2. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.
- 3. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 4. The following rules of interpretation apply to this Assignment: "or" is not exclusive and "include," "includes" and "including" are not limiting. This Assignment may be

TRADEMARK REEL: 006088 FRAME: 0821 executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

PERKINELMER HOLDINGS, INC.

By: \_\_ Name:

Title:

Yresident

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
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**VAREX IMAGING CORPORATION** 

Name: Sunny Sanyal

Title: Chief Executive Officer

# $\underline{\textbf{Schedule 1}}$ Trademarks, Trademark Registrations and Trademark Applications

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date
XRPAD	U.S.	8547740	November 21, 2011	4576287	July 29, 2014
XRPAD	EU	10439354	November 23, 2011	10439354	April 27, 2012

SCHEDULE 1 TO TRADEMARK ASSIGNMENT

**RECORDED: 06/21/2017** 

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