

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600422

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                      | Formerly | Execution Date | Entity Type           |
|---------------------------|----------|----------------|-----------------------|
| Varex Imaging Corporation |          | 09/30/2020     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | Bank of America, N.A., as Agent             |
| <b>Street Address:</b>   | 333 S. Hope Street                          |
| <b>Internal Address:</b> | 19th Floor                                  |
| <b>City:</b>             | Los Angeles                                 |
| <b>State/Country:</b>    | CALIFORNIA                                  |
| <b>Postal Code:</b>      | 90071                                       |
| <b>Entity Type:</b>      | National Banking Association: UNITED STATES |

## PROPERTY NUMBERS Total: 32

| Property Type  | Number   | Word Mark              |
|----------------|----------|------------------------|
| Serial Number: | 76483141 | GIM                    |
| Serial Number: | 75521870 | PLATINUM ONE           |
| Serial Number: | 87136018 | VAREX IMAGING          |
| Serial Number: | 73143098 | DIAMOND                |
| Serial Number: | 86111016 | NEXUS                  |
| Serial Number: | 76012289 | INTEGRAL               |
| Serial Number: | 74342296 | INFIMED                |
| Serial Number: | 86422235 | IT IS AS SIMPLE AS ABC |
| Serial Number: | 86067101 | TRUST-RATED            |
| Serial Number: | 73143097 | SAPPHIRE               |
| Serial Number: | 87137343 | V                      |
| Serial Number: | 76437498 | INNOVISION             |
| Serial Number: | 75602232 | PAXSCAN                |
| Serial Number: | 78732990 | LINATRON               |
| Serial Number: | 76502237 | INFIGUARD              |
| Serial Number: | 87339203 | VSHARP                 |
| Serial Number: | 76467426 | INFIMED                |
| Serial Number: | 87137328 | VAREX IMAGING          |

CH \$815.00 76483141

| Property Type  | Number   | Word Mark          |
|----------------|----------|--------------------|
| Serial Number: | 87136002 | VAREX              |
| Serial Number: | 85477440 | XRPAD              |
| Serial Number: | 87552239 | ATTILA             |
| Serial Number: | 87552118 | ATTILA             |
| Serial Number: | 87693368 |                    |
| Serial Number: | 87910047 | A CLEAR VIEW       |
| Serial Number: | 87847466 | VAREX IMAGING      |
| Serial Number: | 88101543 | NEXUS XPECT        |
| Serial Number: | 88159287 | SOLUTIONS IN SIGHT |
| Serial Number: | 88976149 | SOLUTIONS IN SIGHT |
| Serial Number: | 88847875 | VMI                |
| Serial Number: | 88902209 | TRITON             |
| Serial Number: | 73133076 | AID X-RAY          |
| Serial Number: | 88948709 | MAGNUS             |

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767  
*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:** 3129932622  
**Email:** gayle.grocke@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 330 N. Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 042525-0236     |
| <b>NAME OF SUBMITTER:</b>      | Gayle D. Grocke |
| <b>SIGNATURE:</b>              | /gdg/           |
| <b>DATE SIGNED:</b>            | 09/30/2020      |

**Total Attachments: 7**  
source=BofA\_Varex - ABL Trademark Security Agreement [Executed]#page1.tif  
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of September 30, 2020 (this "Trademark Security Agreement"), by VAREX IMAGING CORPORATION (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent (in such capacity and together with any successors and assigns in such capacity, the "Agent") for the benefit of the Secured Parties pursuant to the Credit Agreement (as defined below), as pledgee, assignee and secured party.

### WITNESSETH:

WHEREAS, the Pledgor is party to a U.S. Security Agreement, dated as of September 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement"), in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Revolving Credit Agreement, dated as of September 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Varex Imaging Corporation, a Delaware corporation (the "Parent Borrower"), certain of Parent Borrower's direct or indirect wholly-owned domestic subsidiaries from time to time party thereto, as borrowers (collectively, the "U.S. Borrowers" and each, individually, as a "U.S. Borrower"), Varex Imaging Deutschland AG, a German stock corporation as borrower (the "German Borrower" and together with the U.S. Borrowers, collectively referred to herein as "Borrowers" and each, individually, a "Borrower"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto (the "Lenders"), the Issuing Banks party thereto and the Agent for the benefit of the Secured Parties, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Property, the "Trademark Collateral"):

(a) all Trademarks, including those Registrations and applications of Trademarks set forth on Schedule I to this Trademark Security Agreement;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the U.S. Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are

incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY SUCH OTHER LOAN DOCUMENTS) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement. Each Person to whom or for whose benefit a Lien is granted hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the ABL Intercreditor Agreement or any applicable intercreditor agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the ABL Intercreditor Agreement or any applicable intercreditor agreement, (iii) authorizes (or is deemed to authorize) the Agent on behalf of such Person to enter into, and perform under, the ABL Intercreditor Agreement or any applicable intercreditor agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the ABL Intercreditor Agreement or any applicable intercreditor agreement was delivered, or made available, to such Person. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the ABL Intercreditor Agreement or any applicable intercreditor agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the ABL Intercreditor or any applicable intercreditor agreement, the provisions of the ABL Intercreditor Agreement or such applicable intercreditor agreement shall control.

[signature page follows]



Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: Matthew R. Van Steenhuyse  
Name: Matthew R. Van Steenhuyse  
Title: Senior Vice President

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

| <b>Owner</b>              | <b>Mark Name</b>       | <b>Application Number</b> | <b>Filed Date</b> | <b>Status</b> | <b>Country</b>           |
|---------------------------|------------------------|---------------------------|-------------------|---------------|--------------------------|
| Varex Imaging Corporation | GIM                    | 76483141                  | 2003-01-17        | Registered    | United States of America |
| Varex Imaging Corporation | PLATINUM ONE           | 75521870                  | 1998-07-20        | Registered    | United States of America |
| Varex Imaging Corporation | VAREX IMAGING          | 87136018                  | 2016-08-11        | Registered    | United States of America |
| Varex Imaging Corporation | DIAMOND                | 73143098                  | 1977-09-29        | Registered    | United States of America |
| Varex Imaging Corporation | NEXUS                  | 86111016                  | 2013-11-04        | Registered    | United States of America |
| Varex Imaging Corporation | INTEGRAL               | 76012289                  | 2000-03-29        | Registered    | United States of America |
| Varex Imaging Corporation | INFIMED                | 74342296                  | 1992-12-22        | Registered    | United States of America |
| Varex Imaging Corporation | IT IS AS SIMPLE AS ABC | 86422235                  | 2014-10-13        | Registered    | United States of America |
| Varex Imaging Corporation | TRUST-RATED            | 86067101                  | 2013-09-17        | Registered    | United States of America |
| Varex Imaging Corporation | SAPPHIRE               | 73143097                  | 1977-09-29        | Registered    | United States of America |
| Varex Imaging Corporation | V (design)             | 87137343                  | 2016-08-12        | Registered    | United States of America |
| Varex Imaging Corporation | INNOVISION             | 76437498                  | 2002-08-05        | Registered    | United States of America |

| Owner                     | Mark Name              | Application Number | Filed Date | Status     | Country                  |
|---------------------------|------------------------|--------------------|------------|------------|--------------------------|
| Varex Imaging Corporation | PAXSCAN                | 75602232           | 1998-12-09 | Registered | United States of America |
| Varex Imaging Corporation | LINATRON               | 78732990           | 2005-10-13 | Registered | United States of America |
| Varex Imaging Corporation | INFIGUARD              | 76502237           | 2003-03-31 | Registered | United States of America |
| Varex Imaging Corporation | VSHARP                 | 87339203           | 2017-02-16 | Registered | United States of America |
| Varex Imaging Corporation | INFIMED                | 76467426           | 2002-11-15 | Registered | United States of America |
| Varex Imaging Corporation | VAREX IMAGING (design) | 87137328           | 2016-08-12 | Registered | United States of America |
| Varex Imaging Corporation | VAREX                  | 87136002           | 2016-08-11 | Registered | United States of America |
| Varex Imaging Corporation | XRPAD                  | 85477440           | 2011-11-20 | Registered | United States of America |
| Varex Imaging Corporation | ATTILA                 | 87552239           | 2017-08-01 | Registered | United States of America |
| Varex Imaging Corporation | ATTILA                 | 87552118           | 2017-08-01 | Registered | United States of America |
| Varex Imaging Corporation | ATTILA (design)        | 87693368           | 2017-11-21 | Registered | United States of America |
| Varex Imaging Corporation | A CLEAR VIEW           | 87910047           | 2018-05-07 | Registered | United States of America |
| Varex Imaging Corporation | VAREX IMAGING          | 87847466           | 2018-03-23 | Published  | United States of America |
| Varex Imaging Corporation | NEXUS XPECT            | 88101543           | 2018-08-31 | Registered | United States of America |

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007065 FRAME: 0488**



| <b>Owner</b>              | <b>Mark Name</b>   | <b>Application Number</b> | <b>Filed Date</b> | <b>Status</b> | <b>Country</b>           |
|---------------------------|--------------------|---------------------------|-------------------|---------------|--------------------------|
| Varex Imaging Corporation | SOLUTIONS IN SIGHT | 88159287                  | 2018-10-17        | Registered    | United States of America |
| Varex Imaging Corporation | SOLUTIONS IN SIGHT | 88976149                  | 2018-10-17        | Registered    | United States of America |
| Varex Imaging Corporation | VMI                | 88847875                  | 2020-03-25        | Allowed       | United States of America |
| Varex Imaging Corporation | TRITON             | 88902209                  | 2020-05-05        | Published     | United States of America |
| Varex Imaging Corporation | AID X-RAY          | 73133076*                 | 1977-07-07        | Registered    | United States of America |
| Varex Imaging Corporation | MAGNUS             | 88948709                  | 2020-06-04        | Application   | United States of America |

Trademark Licenses:

None.

[Signature Page to Trademark Security Agreement]