TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600693

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	600 S. 4th Street
Internal Address:	6th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55415-1526
Entity Type:	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: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042525-0236
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/01/2020

Total Attachments: 7

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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 Wells Fargo Bank, National Association, in its capacity as trustee and collateral agent (in such capacity and together with any successors and assigns in such capacity, the "Agent") for the benefit of the Notes Secured Parties pursuant to the Indenture (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 Notes Secured Parties, to enter into the Indenture, dated as of September 30, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among Varex Imaging Corporation, a Delaware corporation as issuer (the "Company"), the Subsidiaries of the Company from time to time party thereto and the Agent for the benefit of the Notes 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, each Pledgor hereby pledges and grants to the Agent for the benefit of the Notes Secured Parties a Lien on all of the right, title and interest of such 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 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
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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, PDF 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 NOTES DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY SUCH OTHER NOTES 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]

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IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VAREX IMAGING CORPORATION

By: _____

Name: Matthew C. Lowell
Title: Vice President, Finance, Treasury and Business Development

[Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____

Name: Patrick Giordano
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Mark Name	Application Number	Filed Date	Status	Country
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

Owner	Mark Name	Application Number	Filed Date	Status	Country
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.