

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varex Imaging Corporation		07/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Norseland Software, Inc.		
Street Address:	6659 Kimball Dr.		
Internal Address:	Suite E502		
City:	Gig Harbor		
State/Country:	WASHINGTON		
Postal Code:	98335		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5716512	ATTILA	
Registration Number:	5407523	ATTILA	
Registration Number:	5544443		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127017773		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	Daniel P. Virtue		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
NAME OF SUBMITTER:	Daniel P. Virtue		
SIGNATURE:	/Daniel P. Virtue/		
DATE SIGNED:	01/05/2024		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”) is entered into as of July 11, 2019 by and between Varex Imaging Corporation a Delaware corporation (“**Assignor**”) and Norseland Software, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS Assignor is the sole and exclusive owner of certain common law trademarks used by Assignor in the conduct of its business and of the trademark registrations identified in Schedule A (collectively, hereinafter, “the Marks”);

WHEREAS Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver the Purchased IP to Assignee, including all right, title and interest in the Marks together with all goodwill of the business symbolized by or associated with the Marks, and the additional intellectual property rights listed on Schedule A attached hereto pursuant to this Assignment, and Assignee has agreed to purchase all of such right title and interest in and to the Purchased IP; and

WHEREAS, this Assignment is being delivered pursuant to Section 3.02(a)(iii) of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment.
 - a. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers unto Assignee, and Assignee hereby agrees to purchase, all of Assignor’s right, title and interest in and to the Marks as they exist anywhere in the world and as may be created or acquired at any date in the future, along with all goodwill of the business symbolized by or associated with the Marks, and with all claims arising out of or relating to the use or ownership of the Marks; all Purchased IP, including any and all, patents, copyrights, domain names, trade secrets, software and other proprietary rights embodied in the Purchased IP and listed on Schedule A attached hereto, but excluding the Attila Source Code.
 - b. Assignor further assigns to Assignee any and all claims, causes of action, rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past, present, and future infringements and unauthorized uses of the Marks and Purchased IP.
3. Successors and Assigns. All the foregoing to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the foregoing have or may be granted, as fully and entirely as the same would have been enjoyed by Assignor, had this Assignment not been made.
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms and conditions of this Assignment with the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

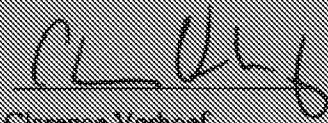
5. Governing Law. This Assignment and all claims or causes of action that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be construed in accordance with the laws of the State of Utah and, as applicable, federal law without giving effect to any choice or conflict of law provision or rule.
6. Counterparts. This Assignment may be executed with multiple counterpart signature pages or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
7. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.


Varex Imaging Corporation

Norseland Software, Inc.

By: 

Name: Clarence Verhoef


Title: Senior Vice President and Chief Financial Officer

By: 

Name: Greg Failla

Title: President

SCHEDULE A

- Attila® Trademark, U.S. Reg. No. 5716512.
- Attila® Trademark, U.S. Reg. No. 5407523.
- Attila registered design trademark, , U.S. Reg. No. 5544443.
- Attila4MC trademark, unregistered trademark.
- ATTILA logo unregistered trademark.
- attilasoftware.com domain.
- Goodwill associated with the Purchased IP (including without limitation all trademarks and domain names).
- Know-how associated with the Purchased Assets.