

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI128247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Varex Imaging Corporation		03/26/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Zions Bancorporation, N.A.		
<b>Street Address:</b>	One South Main Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84133		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1128570	DIAMOND	
<b>Registration Number:</b>	2781779	GIM	
<b>Registration Number:</b>	2882684	INFIGUARD	
<b>Registration Number:</b>	2855595	INFIMED	
<b>Registration Number:</b>	1791402	INFIMED	
<b>Registration Number:</b>	2768015	INNOVISION	
<b>Registration Number:</b>	3212599	LINATRON	
<b>Registration Number:</b>	5146961	NEXUS	
<b>Registration Number:</b>	1127840	SAPPHIRE	
<b>Registration Number:</b>	4553411	TRUST-RATED	
<b>Registration Number:</b>	5601857	V	
<b>Registration Number:</b>	5710168	VAREX	
<b>Registration Number:</b>	5601853	VAREX IMAGING	
<b>Registration Number:</b>	6434840	VAREX IMAGING	
<b>Registration Number:</b>	5601856	VAREX IMAGING	
<b>Registration Number:</b>	5880476	VSHARP	
<b>Registration Number:</b>	4576287	XRPAD	
<b>Registration Number:</b>	5921804	A CLEAR VIEW	

CH \$690.00.00 73143098

Property Type	Number	Word Mark
Registration Number:	5968536	SOLUTIONS IN SIGHT
Registration Number:	5934296	SOLUTIONS IN SIGHT
Registration Number:	5815087	NEXUS XPECT
Registration Number:	6241562	VMI
Registration Number:	1127292	AID X-RAY
Serial Number:	97315181	MAKING THE INVISIBLE VISIBLE
Serial Number:	97526966	IQ
Serial Number:	97315194	MAKING THE INVISIBLE
Serial Number:	98280177	POWERED WITH VAREX

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 6173106098

**Email:** bethany.stokes@gtlaw.com

**Correspondent Name:** Bethany A. Stokes

**Address Line 1:** Greenberg Traurig, LLP

**Address Line 2:** One International Place, Suite 2000

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	192853.022500
<b>NAME OF SUBMITTER:</b>	Bonnie Price
<b>SIGNATURE:</b>	Bonnie Price
<b>DATE SIGNED:</b>	03/29/2024

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of March 26, 2024 (this “Trademark Security Agreement”), by VAREX IMAGING CORPORATION, a Delaware corporation (the “Pledgor”), in favor of ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK, in its capacity as administrative agent and collateral 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.

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to a U.S. Security Agreement, dated as of March 26, 2024 (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 and Guaranty Agreement, dated as of March 26, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Pledgor, certain of Pledgor’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 Pledgors hereby agree 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 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 Pledgors hereby acknowledge and affirm 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 UTAH.

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 Agreement or any applicable intercreditor agreement, the provisions of the ABL Intercreditor Agreement or such applicable intercreditor agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, each 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

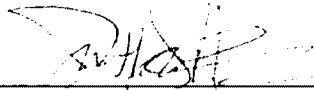
By: 

Name: Sunny S. Sanyal

Title: Chief Executive Officer

Accepted and Agreed:

ZIONS BANCORPORATION, N.A. dba ZIONS  
FIRST NATIONAL BANK, as Agent


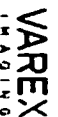
By:   
Name: Jason Shurtleff  
Title: Vice President


Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008384 FRAME: 0089**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owners	Mark Name	Country	Status	Filed Date	Application Number	Registration Number	International Classes	Mark Image
Varex Imaging Corporation	DIAMOND	United States of America	Registered	1977-09-29	73143098	1128570	10	
Varex Imaging Corporation	GIM	United States of America	Registered	2003-01-17	76483141	2781779	10	
Varex Imaging Corporation	INFIGUARD	United States of America	Registered	2003-03-31	76502237	2882684	42	
Varex Imaging Corporation	INFIMED	United States of America	Registered	2002-11-15	76467426	2855595	10	
Varex Imaging Corporation	INFIMED	United States of America	Registered	1992-12-22	74342296	1791402	9	
Varex Imaging Corporation	INNOVISION	United States of America	Registered	2002-08-05	76437498	2768015	10	
Varex Imaging Corporation	LINATRON	United States of America	Registered	2005-10-13	78732990	3212599	9	
Varex Imaging Corporation	NEXUS	United States of America	Registered	2013-11-04	86111016	5146961	9	NEXUS
Varex Imaging Corporation	SAPPHIRE	United States of America	Registered	1977-09-29	73143097	1127840	10	
Varex Imaging Corporation	TRUST-RATED V (design)	United States of America	Registered	2013-09-17	86067101	4553411	9	
Varex Imaging Corporation	VAREX	United States of America	Registered	2016-08-12	87137343	5601857	7,9,10,37,41,42	
Varex Imaging Corporation	VAREX	United States of America	Registered	2016-08-11	87136002	5710168	7,9,10,37,41,42	
Varex Imaging Corporation	IMAGING	United States of America	Registered	2016-08-11	87136018	5601853	7,9,10,37,41,42	
Varex Imaging Corporation	VAREX	United States of America	Registered	2018-03-23	87847466	6434840	9	
Varex Imaging Corporation	IMAGING	United States of America	Registered	2016-08-12	87137328	5601856	7,9,10,37,41,42	
Varex Imaging Corporation	VSHARP (design)	United States of America	Registered	2017-02-16	87339203	5880476	9,42	
Varex Imaging Corporation	XRPAD	United States of America	Registered	2011-11-20	85477440	4576287	9	XRPAD
Varex Imaging Corporation	A CLEAR VIEW SOLUTIONS	United States of America	Registered	2018-05-07	87910047	5921804	9,37	
Varex Imaging Corporation	IN SIGHT	United States of America	Registered	2018-10-17	88159287	5968536	37	

Owners	Mark Name	Country	Status	Filed Date	Application Number	Registration Number	International Classes	Mark Image
Varex Imaging Corporation	SOLUTIONS IN SIGHT	United States of America	Registered	2018-10-17	88976149	5934296	9,10,41	
Varex Imaging Corporation	NEXUS XPECT VMI	United States of America	Registered	2018-08-31	88101543	5815087	9,42	
Varex Imaging Corporation	AID X-RAY	United States of America	Registered	2020-03-25	88847875	6241562	9,37,41,42	
Varex Imaging Corporation	MAKING THE INVISIBLE VISIBLE	United States of America	Registered	1977-07-07	73133076	1127292	37	
Varex Imaging Corporation	MAKING THE INVISIBLE VISIBLE	United States of America	Application	2022-03-16	97315181		9,10	
Varex Imaging Corporation	IQ	United States of America	Allowed	2022-07-29	97526966		9,41,42	
Varex Imaging Corporation	MAKING THE INVISIBLE POWERED WITH VAREX	United States of America	Application	2022-03-16	97315194		9,10	
Varex Imaging Corporation		United States of America	Application	2023-11-20	98280177		7,9,10,37,41,42	

Trademark Licenses:  
None.