

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4243813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VARIAN MEDICAL SYSTEMS, INC.	01/25/2017
RECEIVING PARTY DATA	
Name:	VAREX IMAGING CORPORATION
Street Address:	1678 SOUTH PIONEER ROAD
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15007312
CORRESPONDENCE DATA	
Fax Number:	(801)973-5059
<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:	6504246563
Email:	ipdocket@vareximaging.com
Correspondent Name:	SANDRA ROE
Address Line 1:	VAREX IMAGING CORPORATION
Address Line 2:	1678 SOUTH PIONEER ROAD
Address Line 4:	SALT LAKE CITY, UTAH 84104
ATTORNEY DOCKET NUMBER:	15-044-US
NAME OF SUBMITTER:	SANDRA ROE
SIGNATURE:	/sandra roe/
DATE SIGNED:	01/26/2017
Total Attachments: 6	
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PATENTS AND PATENT APPLICATIONS ASSIGNMENT AGREEMENT

This Patent and Patent Applications Assignment Agreement ("Agreement"), entered into this 25th day of January, 2017, by and between **Varian Medical Systems, Inc.** ("**Assignor**") a corporation organized and existing under the laws of the state of Delaware and having its principle address at 3100 Hansen Way, Palo Alto, CA 94304 (United States) and **Varex Imaging Corporation** ("**Assignee**") a corporation organized and existing under the laws of the State of Delaware and having its principle address at 1678 South Pioneer Road, Salt Lake City, UT 84104 (United States).

WITNESSETH

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, Assignor and Assignee plan to enter into that certain Separation and Distribution Agreement (the "Separation and Distribution Agreement"), and prior to and in connection therewith, Assignor plans to transfer certain assets to Assignee on the terms and conditions set forth in the Separation and Distribution Agreement;

WHEREAS, Assignor is the owner of all rights, title and interests in and to the patents and patent applications listed on Schedule 1.15 of the Separation and Distribution Agreement and incorporated herein on Exhibit A attached hereto ("**Patents and Patent Applications**"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer and assign to Assignee exclusive right, title and interest in, to and under the inventions pertaining to the Patents and Patent Applications presently owned by Assignor and in, to and under any patent or similar legal protection to be obtained therefore in the United States of America, its territorial possessions and in any and all countries foreign thereto.

A G R E E M E N T

NOW THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

1. **Transfer of Patents and Patent Applications.** Assignor hereby sells, assigns, transfers to Assignee, and Assignee hereby accepts, the full and exclusive right, title and interest to the inventions, including, without limitation:
 - a. the Patents and Patent Applications specifically listed in Exhibit A; and
 - b. all patents or patent applications (i) which directly or indirectly claim priority from the Patents and Patent Applications, or (ii) from which the Patents and Patent Applications directly or indirectly claim priority; and
 - c. all patents, patent applications, foreign counterpart patents and applications, reissues, reexaminations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions, of or issuing from any item in any of the foregoing subsections (a) and (b); and
 - d. any provisional patent application or application filed pursuant to the Patent Cooperation

Treaty having a filing date that any of the foregoing patents and patent applications claim the benefit of; and

- e. all other rights of priority under International Convention or United States or foreign law based on, claimed by, or otherwise relating to any of the foregoing patents and patent applications, and any patents or patent applications that claim priority from or correspond thereto.

2. **Further Assurances and Cooperation.** Assignor agrees to execute any documents in any jurisdiction as may be reasonably required to accomplish the transfer and assignment of full and exclusive right, title and interest to the inventions that Assignor has in the Patents and Patent Applications to Assignee; and Assignor agrees that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the inventions, the applications, and the Letters Patent and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said inventions, the applications, the Letters Patents and the equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purpose thereof, provided that any assistance provided by Assignor shall be at the sole cost and expense of Assignee.

3. **Recordation.** Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademark and any officials of any other country or jurisdiction throughout the world whose duty it is to issue patents or any legal equivalent thereof to record this Assignment.

4. **Prior Assignments and Encumbrances.** Assignor hereby agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

5. **Past Damages.** As a material part of the foregoing assignment, Assignor irrevocably quitclaims, sells, assigns, transfers, and conveys to Assignee, all claims for damages, income, royalties, payments and all remedies arising out of any infringement or violation of the rights assigned hereby that may have accrued prior to the date of assignment or may accrue hereafter, including, but not limited to, the sole right to sue for, collect, and retain damages for past infringements of the assigned rights. Assignor further acknowledges that by virtue of the assignments it is precluded from joining, and separately agrees that it will not seek to join in, any legal proceeding as a plaintiff, co-plaintiff, counterclaimant or co-counterclaimant attempting to assert any of the rights, interests, claims, or causes of actions transferred and assigned hereunder.

6. **Disclaimer of Representations and Warranties.** In accordance with the Separation and Distribution Agreement, the Patents and Patent Applications are hereby assigned on an "as is" basis and the Assignee shall bear the economic and legal risks that (i) any conveyance will provide to be insufficient to vest in the Assignee good and marketable title, free and clear of any security interest, and (ii) any necessary approvals or notifications are not obtained or made or that any requirements of laws or judgments are not complied with.

7. **Entirety of Agreement.** This Agreement and the documents to be executed pursuant thereto, together, constitute the complete statement of all the arrangements among the parties with respect to their subject matter, and may not be amended, altered, modified or otherwise changed in any respect except in a writing signed by all parties.

8. **Governing Law.** The validity, construction and performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; provided, however, that any aspects of this Assignment that are the subject matter of the United States Patent Act shall be governed by the federal laws of the United States.

9. **Successor and Assigns.** The parties acknowledge that they are acting on behalf of, and that this Agreement shall bind and benefit, the parties and their respective successors, assigns, parents, subsidiaries, affiliates and licensees throughout the world.

[Signature page follows]

WITNESS my hand at Palo Alto, CA,

this 25th day of January, 2017.

ASSIGNOR:

Varian Medical Systems, Inc.

By: Keith G. Askoff

Name: Keith G. Askoff

Its: Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

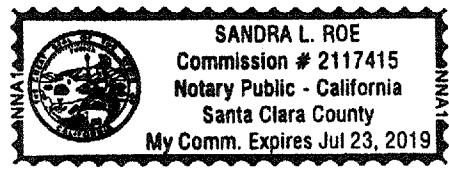
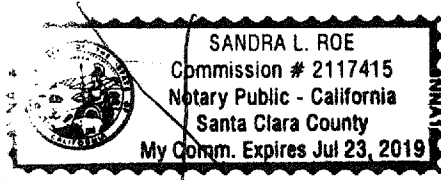
On January 25, 2017 before me, Sandra L. Roe, Notary Public
(insert name and title of the officer)

personally appeared Keith G. Askoff
who proved to me on the basis of satisfactory evidence to be the person whose name ~~is~~ ~~are~~
subscribed to the within instrument and acknowledged to me that he ~~is~~ ~~are~~ ~~she~~ ~~they~~ executed the same in
his ~~her~~ ~~their~~ authorized capacity , and that by his ~~her~~ ~~their~~ signature on the instrument the
person , or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra L. Roe (Seal)



[Assignor Signature page to Patent and Patent Applications Assignment Agreement]

WITNESS my hand at Palo Alto, California, USA

this 25th day of January, 2017.

ASSIGNEE:

Varex Imaging Corporation

By: [Signature]

Name: Kimberley E. Honeysett

Its: Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

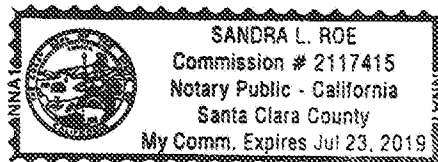
On January 25, 2017 before me, Sandra L. Roe, Notary Public
(insert name and title of the officer)

personally appeared Kimberley E. Honeysett
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra L. Roe (Seal)



[Assignee Signature page to Patent and Patent Applications Assignment Agreement]

EXHIBIT A

Varian Docket No.	Disclosure Title or Title	Filing date	Serial No.	Attorney Docket No.
15-044-US	MATRIX TYPE INTEGRATED CIRCUIT WITH FAULT ISOLATION CAPABILITY	27-Jan-2016	15/007,312	15-044-US