

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI711837

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Notes)	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	Varex Imaging Corporation	12/20/2024
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	Computershare Trust Company, National Association, as Notes Collateral Agent	
<b>Street Address:</b>	1505 Energy Park Drive	
<b>City:</b>	St. Paul	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55108	
<b>PROPERTY NUMBERS Total: 45</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	17037534	
Application Number:	17037572	
Application Number:	17234714	
Application Number:	17737392	
Application Number:	18248516	
Application Number:	18194455	
Application Number:	18360469	
Application Number:	18192264	
Application Number:	17334681	
Application Number:	17334353	
Application Number:	17855739	
Application Number:	18176458	
Application Number:	17394253	
Application Number:	17711743	
Application Number:	17853786	
Application Number:	17922348	
Application Number:	18487418	
Application Number:	17234645	
Application Number:	17821637	
Application Number:	18149107	

PATENT

Property Type	Number
Application Number:	18194602
Application Number:	18194576
Application Number:	18320965
Application Number:	18660137
Application Number:	18261106
Application Number:	17919518
Application Number:	18677340
Application Number:	18677244
Application Number:	18917376
Application Number:	18917753
Application Number:	63711066
Application Number:	63702261
Application Number:	18823439
Application Number:	63721196
Application Number:	63682320
Application Number:	63717122
Application Number:	18748076
Application Number:	63626316
Application Number:	18633451
Application Number:	63606560
Application Number:	63693001
Application Number:	18751683
Application Number:	18500957
Application Number:	18544290
Application Number:	18353055

**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:** 8007130755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** Michael Violet  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Michael Violet
<b>SIGNATURE:</b>	Michael Violet
<b>DATE SIGNED:</b>	12/20/2024

**Total Attachments: 11**

source=10. Varex - Patent Security Agreement, dated the Closing Date#page1.tiff

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source=10. Varex - Patent Security Agreement, dated the Closing Date#page11.tiff

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Varex Imaging Corporation

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Computershare Trust Company, National Association,  
as Notes Collateral Agent  
Internal Address: \_\_\_\_\_

Street Address: 1505 Energy Park Drive

City: St. Paul

State: MN

Country: USA Zip: 55108

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) December 20, 2024

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Security Agreement (Notes)

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

see attached Schedule I

B. Patent No.(s)

see attached Schedule I

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Varex (37020.0174 Notes)

Email Address: dka@cahill.com

**6. Total number of applications and patents involved:** 46

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature:**

Doris Ka  
Signature

December 20, 2024  
Date

\_\_\_\_\_  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## **Patent Security Agreement**

**Patent Security Agreement**, dated as of December 20, 2024 (this “Patent Security Agreement”), by Varex Imaging Corporation (the “Pledgor”), in favor of Computershare Trust Company, N.A., in its capacity as trustee and notes collateral agent (as successor to Wells Fargo Bank, National Association, in its capacity as trustee and notes collateral agent (the “Predecessor Agent”) 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”), which at the time it was entered into was originally made in favor of the Predecessor Agent (now succeeded by the Agent) pursuant to which the Pledgor is required to execute and deliver this Patent 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 first supplemental indenture, dated as of December 20, 2024 (the “First Supplemental Indenture”) to the Indenture, dated as of September 30, 2020 (as supplemented by the first supplemental indenture, dated as of December 20, 2024 and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among, in each case, 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 Patent 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 Notes Secured Parties, a Lien on all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Property, the “Patent Collateral”):

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

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

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted concurrently and 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 Patent 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 Patent 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 Patent Security Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

SECTION 5. Governing Law. THIS 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 Patent 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]

IN WITNESS WHEREOF, the Pledgor has caused this Patent 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: David Van Woerkom  
Title: Treasurer

[Varex – Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 069746 FRAME: 0634**

Accepted and  
Agreed:

COMPUTERSHARE TRUST  
COMPANY, N.A., as Agent

By:   
Name: Nancy Chouanard  
Title: Vice President

[Varex – Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 069746 FRAME: 0635**



SCHEDULE I

to

PATENT SECURITY AGREEMENT

PATENT AND PATENT APPLICATIONS

Current Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1. Varex Imaging Corporation	RADIOGRAPHIC INSPECTION SYSTEM FOR PIPES AND OTHER STRUCTURES AND MATERIAL LOSS ESTIMATION	17037534	Sep 29, 2020	11668660	Jun 6, 2023
2. Varex Imaging Corporation	RADIOGRAPHIC INSPECTION SYSTEM FOR PIPES AND OTHER STRUCTURES AND MATERIAL LOSS ESTIMATION	17037572	Sep 29, 2020	11821850	Nov 21, 2023
3. Varex Imaging Corporation	SYSTEMS AND METHODS FOR IRRADIATION	17234714	Apr 19, 2021	11660359	May 30, 2023
4. Varex Imaging Corporation	BACKSCATTER IMAGING SYSTEM	17737392	May 5, 2022		
5. Varex Imaging Corporation	Systems and Methods for Protective X-Ray Enclosure Access	18248516	Apr 10, 2023		

Current Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
6. Varex Imaging Corporation	X-RAY SYSTEMS WITH INTERNAL AND EXTERNAL COLLIMATION	18194455	Mar 31, 2023		
7. Varex Imaging Corporation	Electric Motor For Dual Ended X-Ray Tube	18360469	Jul 27, 2023		
8. Varex Imaging Corporation	DYNAMIC MAGNETIC PROTOCOL	18192264	Mar 29, 2023		
9. Varex Imaging Corporation	COMBINED IMAGING ARRAY AND STRIP	17334681	May 28, 2021	11812187	Nov 7, 2023
10. Varex Imaging Corporation	PIXEL NOISE CANCELLATION SYSTEM	17334353	May 28, 2021	11750944	Sep 5, 2023
11. Varex Imaging Corporation	X-RAY SYSTEM WITH FIELD EMITTERS AND ARC PROTECTION	17855739	Jun 30, 2022		
12. Varex Imaging Corporation	MODULAR GETTERS AND GETTERS WITH DIFFERENT MATERIALS IN VACUUM ENCLOSURES	18176458	Feb 28, 2023		
13. Varex Imaging Corporation	Estimating Background Radiation from Unknown Sources	17394253	Aug 4, 2021	12066390	Aug 20, 2024
14. Varex Imaging Corporation	X-RAY SYSTEMS INCLUDING AN ADAPTER	17711743	Apr 1, 2022		

Current Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
15. Varex Imaging Corporation	VACUUM TUBE INSERT ASSEMBLY WITH FEED-THROUGH PIN PLUG AND MATING SOCKET	17853786	Jun 29, 2022		
16. Varex Imaging Corporation	MODULAR X-RAY DETECTORS AND SYSTEMS	17922348	Oct 28, 2022		
17. Varex Imaging Corporation	MULTI-MAXIMUM X-RAY SPECTRUM SYSTEMS AND MULTI-LAYER IMAGING SYSTEMS	18487418	Oct 16, 2023		
18. Varex Imaging Corporation	X-RAY DETECTORS WITH PLASTIC HOUSINGS	17234645	Apr 19, 2021	12032106	Jul 9, 2024
19. Varex Imaging Corporation	IMAGING SYSTEM WITH WIDE X-RAY BEAM AND CIRCUMFERENTIALY ARRANGED DETECTION MECHANISM	17821637	Aug 23, 2022		
20. Varex Imaging Corporation	HIGH VOLTAGE FEEDTHROUGH APPARATUS	18149107	Dec 31, 2022		
21. Varex Imaging Corporation	INSPECTION SYSTEM	18194602	Mar 31, 2023		
22. Varex Imaging Corporation	IMAGING SYSTEM WITH EMI CORRECTION	18194576	Mar 31, 2023		
23. Varex Imaging Corporation	X-RAY IMAGING DEVICE WITH A RECONFIGURABLE IMAGE PROCESSING MODULE	18320965	May 19, 2023		

Current Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
24. Varex Imaging Corporation	X-RAY DETECTORS WITH PLASTIC HOUSINGS	18660137	May 9, 2024		
25. Varex Imaging Corporation	X-RAY DETECTORS WITH PLASTIC HOUSINGS	18261106	Jul 11, 2023		
26. Varex Imaging Corporation	IMAGING SYSTEM WITH NOISE REDUCTION	17919518	Sep 17, 2022		
27. Varex Imaging Corporation	ANODE ROTATION SENSING IN X-RAY TUBES	18/677,340	05/29/2024		
28. Varex Imaging Corporation	ANODE ROTATION SENSING IN X-RAY TUBES	18/677,244	05/29/2024		
29. Varex Imaging Corporation	TIME DELAY SUMMATION FOR MOVING OBJECTS	18/917376	10/16/2024		
30. Varex Imaging Corporation	SYMMETRIC IMAGE DATA CAPTURE FROM AN ASYMMETRIC IMAGE DETECTOR	18/917753	10/16/2024		
31. Varex Imaging Corporation	FLEXIBLE RADIATION DETECTORS	63/711066	10/23/2024		
32. Varex Imaging Corporation	HIGH-VOLTAGE CONNECTORS AND CATHODE ASSEMBLIES FOR X-RAY TUBES WITH FIELD SHAPING AND UNITARY SHIELD	63/702261	10/02/2024		
33. Varex Imaging Corporation	Backscatter Imaging System for Inspection of Equipment Through Insulation	18823439	09/03/2024		

Current Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
34. Varex Imaging Corporation	X-RAY WINDOWS, X-RAY TUBES, AND METHODS OF MANUFACTURE	63/7721,196	11/15/2024		
35. Varex Imaging Corporation	GATE CONTACT APERTURE THAT MINIMIZES THE EFFECT ON A SPINDT EMITTER ELECTRON BEAM	63/682,320	08/12/2024		
36. Varex Imaging Corporation	COOLED ANODES, X-RAY TUBES, AND METHODS OF FORMING THE SAME	63/717122	11/06/2024		
37. Varex Imaging Corporation	Hybrid Multisource X-ray Source and Imaging System	18/748,076	06/19/2024		
38. Varex Imaging Corporation	Cold Cathode Stack Part Consolidation – Gate combined with Emitter Spacer	63/626,316	01/29/2024		
39. Varex Imaging Corporation	SYSTEMS AND METHODS FOR TAMPER DETECTION	18/633,451	04/11/2024		
40. Varex Imaging Corporation	Adding the concept of a virtual modes to the Azure detectors allowing OEM's to create and customize certain attributes of pre set factory config modes, while allowing the factory to test and ship to single config file.	63/606,560	12/05/2023		
41. Varex Imaging Corporation	Real Time Scatter Correction	63/693001	09/10/2024		

	<b>Current Assignee</b>	<b>Patent Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
42.	Varex Imaging Corporation	FIELD EMISSION X-RAY SOURCE AND SYSTEMS WITH DISTRIBUTED GETTERING	18751683	06/24/2024		
43.	Varex Imaging Corporation	Self-Centering Clamp Adapter for X-ray and Gamma-ray Weld Inspection	18/500,957	11/02/2023		
44.	Varex Imaging Corporation	FIELD EMITTER APPARATUSES AND X-RAY SYSTEMS	18544290	12/18/2023		
45.	Varex Imaging Corporation	ANODE ROTATION SENSING IN X-RAY TUBES	18/677,244	05/29/2024		
46.	Varex Imaging Corporation	Connector Retainer Cap Assembly	18/353,055	07/14/2023		

**PATENT**

**REEL: 069746 FRAME: 0641**

**RECORDED: 12/20/2024**