

05-21-2001



PATENT

Attorney Docket: 6894.54124 800254.0006

FORM PTO-1585

101723538

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION FORM COVER SHEET  
PATENTS ONLY

11000 U.S. PTO  
09/853459  
05/09/01

Box Assignment -- Commissioner of Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John C. Ford  
2250 Newmarket Parkway, Suite 120  
Marietta, Georgia 30067  
USA

05/09/01

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

Name: Varian Medical Systems, Inc.  
Street address: 3100 Hansen Way  
Palo Alto, California 94303-1038

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other:

Execution Date:

09/853459

4. Application numbers or patent number(s): \_\_\_\_\_ Filed:

If this document is being filed together with a new application, the execution date of the application is: March 29, 2001

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

Keiichi Nishimura  
COUDERT BROTHERS  
Four Embarcadero Center, Suite 3300  
San Francisco, CA 94111  
Telephone: 415-986-1300

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

8. The Commissioner is hereby authorized to charge any additional fees which may be required to record the attached Assignment(s) under 37 C.F.R. §§1.16-1.17 or credit any overpayment, to Deposit Account No. 13-0201. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 13-0201.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Keiichi Nishimura  
Registration No: 29,093

Signature

May 9, 2001  
Date

(3) Total number of pages including cover sheet, attachments and document:

OMB No. 0651-0011 (exp. 4/94)

SFO 4041751v1

PATENT  
REEL: 011807 FRAME: 0691

97-054 US

ASSIGNMENT

WHEREAS, John C. Ford, a resident of Marietta, Georgia 30067, hereinafter referred to as "Assignor," has invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled BRACHYTHERAPY APPARATUS AND METHODS;

WHEREAS, Varian Medical Systems, Inc., a Corporation of the State of Delaware, having a place of business at 3100 Hansen Way, Palo Alto, California 94304-1038, hereinafter referred to as "Assignee," desires to acquire the entire right, title and interest in and to said application, said invention, said improvements and all Letters Patent which may be granted thereon in the United States or any foreign country;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor,

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire worldwide right, title and interest in and to said application, said invention and said improvements, and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign country, including any divisions, substitutions, continuations in whole or in part, conversions, reissues, additions or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made.

2. Assignor hereby warrants, covenants and represents that he has not heretofore granted any license, right or privilege with respect to said application, invention or improvements, or in any other way encumbered the same, and that he has the full right to make this Assignment.


3. Assignor further agrees that at the request and expense of Assignee, but without charge to said Assignee, he will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting said application, for use in interference proceedings involving said

invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, we have executed and delivered to Assignee this instrument this

30 day of March, 2001,

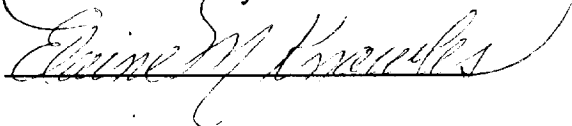
  
\_\_\_\_\_  
John C. Ford (Inventor)

STATE OF Georgia )  
 )  
COUNTY OF Cobb )

[ Notary Public, Paulding County, Georgia  
My Commission Expires August 10, 2001 ]

On March 30, 2001, before me, Elaine Knowles, personally appeared John C. Ford who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

Attorney Docket No. 0800254.0006