12-03-2002

Form **PTO-1595** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office (Rev. 10/02) 102299434 OMB No. 0651-0027 (exp. 6/30/2005) To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name of conveying party(ies): 11-26-02 Name: Varian Medical Systems, Inc Paul Bjorkholm Internal Address: Additional name(s) of conveying party(ies) attached? The Yes We No 3. Nature of conveyance: Merger Assignment Street Address: 3100 Hansen Way Change of Name Security Agreement Other City: Palo Alto State: CA Zip: 94304 Execution Date: October 30, 2002 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: B. Patent No.(s) A. Patent Application No.(s) 10/199,781 Additional numbers attached? The Yes No. 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$\,\frac{40.00}{} Name:_Brandon N. Sklar Internal Address: Kaye Scholer LLP Authorized to be charged to deposit account 8. Deposit account number: Street Address:___425 Park Avenue (Attach duplicate copy of this page if paying by decisit account) _State: NY Zip: 10022 City:_New York

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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.

Brandon N. Sklar U.S.P.T.O Reg. No. 31,667

Name of Person Signing

November 20, 2002 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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PATENT REEL: 013531 FRAME: 0041

Patent

Attorney Docket: 273/207

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, PAUL BJORKHOLM (hereinafter referred to as "ASSIGNOR"), a citizen of the UNITED STATES OF AMERICA, have invented RADIATION SOURCES AND COMPACT RADIATION SCANNING SYSTEMS, for which an application for Letters Patent of the United States of America was filed on July 19, 2002 and was assigned Application Number 10/199,781; and

WHEREAS, VARIAN MEDICAL SYSTEMS, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its principal place of business at 3100 Hansen Way, Palo Alto, CA (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention, said application and any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest in, to and under said invention, said application and all Letters Patent or similar legal protection, not only in the United States of America and its territorial possessions, but in all countries foreign thereto, to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States of America or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said applications, said invention and said 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 application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

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PATENT REEL: 013531 FRAME: 0042

Attorney Docket: 273/207



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