

10-07-2003

Form PTO-1595 (Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Varian Medical Systems, Inc.

10.303

2. Name and address of receiving party(ies) Name: Varian Medical Systems Technologies, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: 3100 Hansen Way

City: Palo Alto State: CA Zip: 94304-1038

Execution Date: 09/25/2003

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

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:

A. Patent Application No.(s) 09/379,819

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Brian C. McCormack

Internal Address: Baker & McKenzie

Street Address: 2001 Ross Ave.

2300 Trammell Crow Center

City: Dallas State: TX Zip: 75201

6. Total number of applications and patents involved: 1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

13-0480 (deficiencies only)

OFFICE OF PATENT RECORDS 2003 OCT -3 PM 1:17 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Brian C. McCormack Name of Person Signing

Brian C. McCormack Signature

09/30/2003 Date

Total number of pages including cover sheet, attachments, and documents: 5

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: 014551 FRAME: 0212

ASSIGNMENT OF PATENT APPLICATION

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 place of business at 3100 Hansen Way, Palo Alto, California 94304-1038 (hereinafter referred to as "ASSIGNOR"), have acquired the invention described in Schedule A attached hereto; and

WHEREAS, **VARIAN MEDICAL SYSTEMS TECHNOLOGIES, INC.**, a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its place of business at 3100 Hansen Way, Palo Alto, California 94304-1038 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention 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.

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 to said invention and to all Letters Patent or application or similar legal protection, not only in the United States 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 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 authorizes and requests the United States Commissioner of Patents and Trademark and any officials of foreign countries whose duty it is to issue

patents or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Agreement.

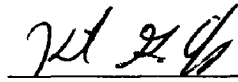
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, 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 county, which may be necessary or desirable to carry out the purpose thereof.

Signed this 25 day of September, 2003.

VARIAN MEDICAL SYSTEMS, INC.

By:



Keith G. Askoff
Assistant Secretary

Accepted this 25th day of September, 2003.

VARIAN MEDICAL SYSTEMS
TECHNOLOGIES, INC.

By:



Joseph B. Phair
Secretary

SCHEDULE A

Varian Docket No.	Disclosure Title or Title	Filing date	Serial No.	Attorney Docket No.
97-071 US	RADIOACTIVE MEDICAL IMPLANT AND METHOD OF MANUFACTURING	24-Aug-99	09/379,819	67110070-1004