

10-07-2003

U.S. DEPARTMENT OF COMMERCE 10/02) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 6/30/2005) 102569643 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): 2. Name and address of receiving party(ies) 10.2.03 Name: Varian Medical Systems Technologies, Inc. Varian Medical Systems, Inc. Internal Address: Additional name(s) of conveying party(ies) attached? The Yes In No 3. Nature of conveyance: Assignment ■ Merger Street Address: 3100 Hansen Way Security Agreement Change of Name M/S E-339 Other\_\_ Citv: Palo Alto State: CA Zip: 94304 Execution Date: September 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) B. Patent No.(s) 10/167,092 Additional numbers attached? 📮 Yes 📮 No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Mark A. Dalla Valle 7. Total fee (37 CFR 3.41).....\$ 40.00 Enclosed Internal Address: Vedder, Price, Kaufman & Kammholz, P.C. Authorized to be charged to deposit account 8. Deposit account number: Street Address:\_222 N. LaSalle St. 22-0259 Chicago (Attach duplicate copy of this page if paying by deposit account) Zip: 60601 10/06/2043 DO NOT USE THIS SPACE 01 FC:8041 40.00 DP 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 dodument. Mark A. Dalla Valle, Reg. No. 34,147 Name of Person Signing Date

> Total number of pages including cover sheet, attachments, and documents: Mail documents to be recorded with required cover sheet information to:

## 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

PATENT REEL: 014554 FRAME: 0423 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.

PATENT REEL: 014554 FRAME: 0424

Signed this _2 f _ day of	Septerby	, 2003.
	VARIAN MEDICAL SY	STEMS, INC.
	By:  Keith G. Askoff  Assistant Secretary	
Accepted this <u>S</u> tay of _	September	, 2003.

VARIAN MEDICAL SYSTEMS TECHNOLOGIES, INC.

Joseph B. Phair

Secretary

## SCHEDULE A

Varian Docket No.	Disclosure Title or Title	Filing date	Serial No.	Attorney Docket No.
95-056-D2 US	MULTIPLE MODE DIGITAL X-RAY IMAGING SYSTEM	10-Jun-02	10/167.092	V0101.00014

**RECORDED: 10/02/2003** 

PATENT REEL: 014554 FRAME: 0426