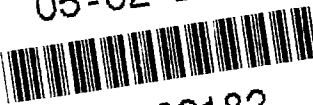


05-02-2005



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To the Director of the U.S. Patent and Trademark Office

Attached documents or the new address(es) below.

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

Varian Medical Systems Technologies, Inc.

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

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

Execution Date(s) April 25, 2005

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Photonic Power Systems, Inc.

Internal Address: \_\_\_\_\_

Street Address: 19925 Stevens Creek Blvd

City: Cupertino

State: CA

Country: US

Zip: 95104

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,342,451

Additional numbers attached? ☐ Yes ☒ No

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

Name: Law Offices of Barry N. Young

Internal Address: Barry N. Young

Street Address: Court House Plaza, Suite 410

260 Sheridan Avenue

City: Palo Alto

State: CA Zip: 94306-2047

Phone Number: (650) 326-2701

Fax Number: (650) 326-2799

Email Address: byoung@young-jplaw.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Barry N. Young  
Signature

April 25, 2005  
Date

Barry N. Young; Reg. No. 27,744

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
REEL: 016489 FRAME: 0741

# PATENT ASSIGNMENT

This Patent Assignment ("**Assignment**"), dated as of April 25, 2005 (the "**Effective Date**"), is entered into by and between Varian Medical Systems Technologies, Inc., a Delaware corporation, having its principal place of business at 3100 Hansen Way, Palo Alto, California 94304 ("**Varian**") and Photonic Power Systems, Inc., a California corporation, having its principal place of business at 19925 Stevens Creek Blvd., Cupertino, California 95104 ("**PPS**"). PPS and Varian are referred to collectively as the "**Parties**" or individually as a "**Party**."

## RECITALS

**WHEREAS**, Varian was on May 27, 2004, the owner of record of all right, title and interest in and to U.S. Patent No. 5,342,451 to Virshup for Semiconductor Optical Power Receivers, issued August 30, 1994, (the "'451 Patent") as evidenced by an assignment recorded in the assignment records of the United States Patent and Trademark Office ("U.S.P.T.O.") at Reel/Frame 014027/0459; and

**WHEREAS**, on May 27, 2004, the Parties entered into a Patent Assignment Agreement ("May 27<sup>th</sup> Patent Assignment Agreement") pursuant to which Varian assigned all right, title and interest in and to the '451 Patent to PPS in return for, *inter alia*, a grant back of certain license rights and certain consideration; and

**WHEREAS**, on May 27, 2004, the Parties simultaneously entered into a separate Patent Assignment ("May 27<sup>th</sup> Patent Assignment") pursuant to which PPS assigned the '451 Patent back to Varian, which Patent Assignment was intended to be a conditional assignment of collateral operative in the event of a default under the Patent Assignment Agreement but which by its provisions operated as a present assignment back; and

**WHEREAS**, both said May 27<sup>th</sup> Patent Assignment Agreement (in redacted form) and said May 27<sup>th</sup> Patent Assignment have been submitted to the U.S.P.T.O. for recordation in the assignment records thereof, resulting in conflicting cross-assignments and ambiguous title to said '451 Patent, which conflicts and ambiguities the Parties wish to resolve and clarify.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Varian and PPS mutually agree to revoke and rescind both said May 27<sup>th</sup> Patent Assignment Agreement and said May 27<sup>th</sup> Patent Assignment, effective as of the date of this Assignment.

2. Varian hereby assigns, grants and conveys to PPS all of Varian's right, title and interest in and to said U.S. Patent No. 5,342,451, and in and to all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all

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rights of Varian associated therewith, including the right to sue for past infringement, pursuant to the terms of a concurrently executed Patent Assignment Agreement dated April 25, 2005.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Patent Assignment as of the date first hereinabove written.

**VARIAN MEDICAL SYSTEMS  
TECHNOLOGIES, INC.**

**PHOTONIC POWER SYSTEMS, INC.**

By: W.D. [Signature]  
Name: Keith G. Askoff  
Title: Associate General Counsel

By: Jan G. Wertheim  
Name: Jan-Gustav Wertheim  
Title: CEO