# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Gustavo H Olivera	03/09/2007
Kenneth J Ruchala	03/09/2007
David Pearson	03/09/2007

### **RECEIVING PARTY DATA**

Name:	TomoTherapy Incorporated
Street Address:	1240 Deming Way
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53717

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10949831

#### **CORRESPONDENCE DATA**

Fax Number: (608)824-2996

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6088242800

Email: sguse@tomotherapy.com

Correspondent Name: Shawn Guse
Address Line 1: 1240 Deming Way

Address Line 4: Madison, WISCONSIN 53717

NAME OF SUBMITTER: Shawn D. Guse

Total Attachments: 2

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PATENT REEL: 019086 FRAME: 0008

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## ASSIGNMENT

Pursuant to our obligation to TomoTherapy Incorporated (hereinafter referred to as "Assignee"), a Wisconsin corporation having its principal place of business at:

1240 Deming Way

Madison, Wisconsin 53717

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, we:

Gustavo H. Olivera 6221 Dominion Drive Madison, WI 53718

Kenneth J. Ruchala 121 Richland Lane Madison, WI 53705

David Pearson 3610 Breckenridge Ct. #23 Madison, WI 53713

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, our entire right, title and interest -

- (1) in and to an invention entitled "CORRECTION OF PATIENT ROTATION ERRORS IN RADIOTHERAPY USING COUCH TRANSLATION" for which we have executed a United States Patent Application Serial No. 10/949,831, filed September 24, 2004;
- (2) in and to said United States patent application, in and to all other patent applications (including divisional, continuation, continuation-in-part, §111(b) provisional, §111(a), and reissue applications) based upon said invention, and in and to the patent or patents to be granted thereon, including reissues thereof, if any, to the full end of the term or terms for which said patent or patents may be granted;
- (3) in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

PATENT REEL: 019086 FRAME: 0009 (4) under the International Convention in respect to the United States patent application and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on said United States application.

And we hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said United States patent or patents to Assignee.

140r 9 07

Mar 9,07
Date

Offered of

Date

Gustavo H. Olivera

Kenneth J. Ruchala

David Pearson