

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>James Clayton</td><td>06/12/2008</td></tr><tr><td>Marcel R. Marc</td><td>06/12/2008</td></tr><tr><td>Lester D. Boeh</td><td>06/12/2008</td></tr><tr><td>Armin Langenegger</td><td>06/10/2008</td></tr></tbody></table>	Name	Execution Date	James Clayton	06/12/2008	Marcel R. Marc	06/12/2008	Lester D. Boeh	06/12/2008	Armin Langenegger	06/10/2008	
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James Clayton	06/12/2008										
Marcel R. Marc	06/12/2008										
Lester D. Boeh	06/12/2008										
Armin Langenegger	06/10/2008										
RECEIVING PARTY DATA											
Name:	Varian Medical Systems Technologies, Inc.										
Street Address:	3100 Hansen Way										
City:	Palo Alto										
State/Country:	CALIFORNIA										
Postal Code:	94304										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12128500</td></tr></tbody></table>	Property Type	Number	Application Number:	12128500							
Property Type	Number										
Application Number:	12128500										
CORRESPONDENCE DATA											
Fax Number:	(408)378-6356										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	408 921 6160										
Email:	THOU@HOUSTCONSULTING.COM										
Correspondent Name:	HOUST CONSULTING (Varian)										
Address Line 1:	P.O.BOX 2688										
Address Line 4:	SARATOGA, CALIFORNIA 95070-0688										
ATTORNEY DOCKET NUMBER:	7017-2300										
NAME OF SUBMITTER:	Tianjun Hou										
Total Attachments: 12 source=Assignment7017_2300#page1.tif											

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PATENT
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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Varian Medical Systems Technologies, Inc.
3100 Hansen Way
Palo Alto, California 94304

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

TREATMENT OF PATIENT TUMORS BY CHARGED PARTICLE THERAPY

(Attorney Docket No. 7017-2300)

as set forth in this United States Patent Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____,
 ☒ Serial No. 12/128,500 Filed 28-MAY-2008

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **HOUST CONSULTING** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **HOUST CONSULTING** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 12th day of June, 2008.

James E. Clayton
James Clayton

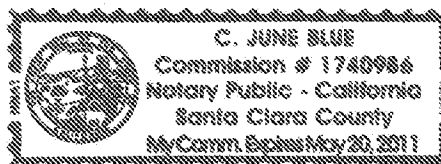
State of California)
County of Santa Clara)ss.

On June 12, 2008 before me, C. June Blue (name of the notary public) personally appeared James Clayton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C. June Blue (Seal)



Executed this _____ day of _____, 20_____.

Marcel R. Marc

State of _____)
County of _____)ss.

On _____ before me, _____ (name of the notary public) personally appeared Marcel R. Marc, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Executed this _____ day of _____, 20_____.

Armin Langenegger

State of _____)
County of _____) ss.

On _____ before me, _____ (name of the notary public)
personally appeared Armin Langenegger, who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that
by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Executed this _____ day of _____, 20_____.

Lester D. Boeh

State of _____)
County of _____) ss.

On _____ before me, _____ (name of the notary public)
personally appeared Lester D. Boeh, who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that
by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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Signature _____ (Seal)

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Varian Medical Systems Technologies, Inc.
3100 Hansen Way
Palo Alto, California 94304

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(Attorney Docket No. 7017-2300)

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Executed this _____ day of _____, 20____.

James Clayton

State of _____)
County of _____)ss.

On _____ before me, _____ (name of the notary public)
personally appeared James Clayton, who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that
by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Executed this 12 day of June, 2008.

Marcel R. Marc
Marcel R. Marc

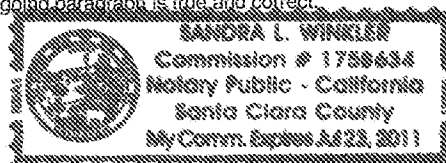
State of California)
County of Santa Clara)ss.

On June 12, 2008 before me, Sandra L. Winkler (name of the notary public)
personally appeared Marcel R. Marc, who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that
by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.

Signature Sandra L. Winkler (Seal)



Executed this _____ day of _____, 20_____.

State of _____)
County of _____)ss.

Armin Langenegger

On _____ before me, _____ (name of the notary public)
personally appeared Armin Langenegger, who proved to me on the basis of satisfactory evidence to be the person whose name is
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WITNESS my hand and official seal.

Signature _____ (Seal)

Executed this 12 day of June, 2008.

State of California)
County of Santa Clara)ss.

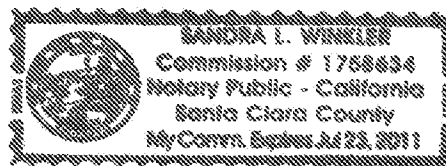
Lester D. Boeh

On June 12, 2008 before me, Sandra L. Winkler (name of the notary public)
personally appeared Lester D. Boeh, who proved to me on the basis of satisfactory evidence to be the person whose name is
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Signature Sandra L. Winkler (Seal)



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Executed this _____ day of _____, 20____.

State of _____)
County of _____) ss.

James Clayton

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared James Clayton, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

Notary Public
My Commission Expires: _____

Executed this _____ day of _____, 20____.

State of _____)
County of _____) ss.

Marcel R. Marc

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared Marcel R. Marc, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

Notary Public
My Commission Expires: _____

Executed this 10 day of June, 2008.

Armin Langenegger

Armin Langenegger

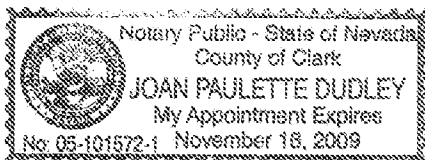
State of Nevada)
County of Clark) ss.

On this 10 day of June, 2008, before me, a notary public in and for said county, appeared Armin Langenegger, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Joan Paulette Dudley
Notary Public

My Commission Expires: November 18, 2009

(Seal)



Executed this 10 day of June, 2008.

Lester D. Boeh

State of Nevada)
County of Clark) ss.

On this 10 day of June, 2008, before me, a notary public in and for said county, appeared Lester D. Boeh, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)