

## PATENT ASSIGNMENT

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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>JOSH STAR-LACK</td><td>11/26/2008</td></tr><tr><td>HASSAN MOSTAFAVI</td><td>11/26/2008</td></tr></tbody></table>	Name	Execution Date	JOSH STAR-LACK	11/26/2008	HASSAN MOSTAFAVI	11/26/2008	
Name	Execution Date						
JOSH STAR-LACK	11/26/2008						
HASSAN MOSTAFAVI	11/26/2008						
RECEIVING PARTY DATA							
Name:	VARIAN MEDICAL SYSTEMS, 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>12354800</td></tr></tbody></table>	Property Type	Number	Application Number:	12354800			
Property Type	Number						
Application Number:	12354800						
CORRESPONDENCE DATA							
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ATTORNEY DOCKET NUMBER:	VAR-0001-US-REG						
NAME OF SUBMITTER:	Gene Su						
Total Attachments: 2 source=VAR-0001-US-REG-ASGN#page1.tif source=VAR-0001-US-REG-ASGN#page2.tif							

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PATENT  
REEL: 022119 FRAME: 0639

**ASSIGNMENT FOR APPLICATION FOR PATENT**

**WHEREAS:**

**Josh Star-Lack**, residing at  
902 Van Auken Circle  
Palo Alto, CA 94303

and

**Hassan Mostafavi**, residing at  
1281 Via Huerta  
Los Altos, CA 94024

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**REAL-TIME MOTION TRACKING USING TOMOSYNTHESIS**

enclosed herewith or for which application for Letters Patent in the United States was filed on \_\_\_\_\_, under Serial No. \_\_\_\_\_, and

WHEREAS, **Varian Medical Systems, Inc.**, a corporation of **Delaware**, having a place of business at 3100 Hansen Way, Palo Alto, CA 94304 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, conventional, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court

actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) 11/26, 2008

  
Josh Star-Lack

2) 11/26, 2008

  
Hassan Mostafavi