

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Michael WASCHBUESCH	11/17/2010
Lasse TOIMELA	11/18/2010
Armel C. ROSSELET	11/17/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Varian Medical Systems International AG
Street Address:	Chollerstrasse 38
Internal Address:	Postfach 3363
City:	Zug
State/Country:	SWITZERLAND
Postal Code:	CH-6303
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12925663
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(650)858-2730
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6508582700
Email:	mshea@radlosu.com
Correspondent Name:	Radlo & Su LLP
Address Line 1:	2479 E. Bayshore Road
Address Line 2:	Suite 800
Address Line 4:	Palo Alto, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	VARI 0310 US (10-055-US)
NAME OF SUBMITTER:	Edward J. Radlo
Total Attachments: 4	

CH \$40.00 12925663

**501359643**

**PATENT  
 REEL: 025400 FRAME: 0340**

source=Assignment#page1.tif  
source=Assignment#page2.tif  
source=Lasse Assignment#page1.tif  
source=Lasse Assignment#page2.tif

## ASSIGNMENT

**WHEREAS:** Michael Waschbuesch, a citizen of Germany, residing at Theodorshofweg 23, 4310 Reinfelden, Switzerland; Lasse TOIMELA, a citizen of Finland, residing at Pilgerstrasse 67, 5405 Baden-Daettwil, Switzerland; **and** Armel C. Rosselet, a citizen of Switzerland, residing at Belvedere 3, CH-5400 Baden, Switzerland (hereinafter collectively referred to as **ASSIGNORS**) have jointly made a certain new and useful invention (hereinafter referred to as **INVENTION**) as set forth in an application for United States Letters Patent entitled "**VISUALIZATION OF DEFORMATIONS USING COLOR OVERLAYS**" (hereinafter referred to as **APPLICATION**);

**WHEREAS,** Varian Medical Systems International AG, organized and existing under the laws of Switzerland, having a place of business at Chollerstrasse 38, Postfach 3363, CH-6303 Zug, Switzerland (hereinafter referred to as **ASSIGNEE**) is desirous of acquiring the full and exclusive right, title, and interest in, to, and under the **INVENTION** and the **APPLICATION**;

**WHEREAS,** U.S. Patent Application No. 12/925,663 covering this invention was filed with the United States Patent and Trademark Office on October 27, 2010;

**NOW THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each **ASSIGNOR** hereby sells, assigns, and transfers to **ASSIGNEE** his full and exclusive right, title, and interest in the United States (including its territories and dependencies) and all countries foreign thereto in, to, and under the **INVENTION**, the **APPLICATION**, and any other United States applications (including provisional, non-provisional, utility, divisional, continuing, and reissue applications, and any applications claiming priority from the **APPLICATION**) based in whole or in part on the **APPLICATION** or in whole or in part on the **INVENTION**, and any patents (including extensions thereof) of any country that have been or may be granted on any of the aforesaid applications or on the **INVENTION** or any part thereof, and any right to priority to the **APPLICATION**;

Each **ASSIGNOR** hereby authorizes and requests the Commissioner for Patents of the United States of America to issue any and all United States Patents that may be granted on the aforesaid applications or on the **INVENTION** or any part thereof, in the name of **ASSIGNEE**;

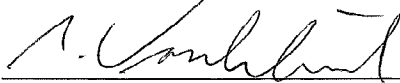
Each **ASSIGNOR** hereby grants the attorney of record the power to insert on this agreement any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In the event that **ASSIGNEE** is unable, after reasonable effort, to secure any **ASSIGNOR**'s signature on any **APPLICATION**, paper, or other instrument relating to any patent, patent **APPLICATION**, letters patent, copyright, or other analogous protection relating to the **INVENTION** in any country, whether because of the **ASSIGNOR**'s mental incapacity, death, or for any other reason whatsoever, said **ASSIGNOR** hereby irrevocably designates and appoints **ASSIGNEE** and its duly authorized officers and agents as said **ASSIGNOR**'s agent and attorney in fact to act for and to execute and file any such **APPLICATION**, paper, or other instrument on said **ASSIGNOR**'s behalf, and to do all other lawfully permitted acts to further the prosecution and issuance of any patent, patent **APPLICATION**, letters patent, copyright, or any other analogous protection related to the **INVENTION**, with the same legal force and effect as if executed by said **ASSIGNOR**.

Each **ASSIGNOR** hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this sale, assignment, and transfer, and that said **ASSIGNOR** has the rights, titles, and interests to convey as set forth herein; **AND**

Each **ASSIGNOR** further covenants that upon **ASSIGNEE**'s request, he will provide promptly to **ASSIGNEE** all pertinent facts and documents relating to the aforesaid applications and the **INVENTION** as may be known and accessible to said **ASSIGNOR**, and said **ASSIGNOR** will testify as to the same in any interference or litigation related thereto, and will promptly execute and deliver to **ASSIGNEE**, or its

legal representatives, or its successor, without further consideration, any and all papers, instruments, or affidavits required to apply for, obtain, maintain, and enforce the aforesaid APPLICATIONS, as may be deemed necessary or desirable by ASSIGNEE to carry out the purposes hereof.



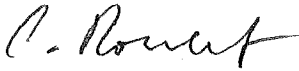
Michael WASCHBUESCH

77/77/2070

date of signature

Lasse TOIMELA

date of signature



Arnel C. ROSSELET

11/17/2010

date of signature

## ASSIGNMENT

WHEREAS: Michael Waschbuesch, a citizen of Germany, residing at Theodorshofweg 23, 4310 Reinfelden, Switzerland; Lasse TOIMELA, a citizen of Finland, residing at Pilgerstrasse 67, 5405 Baden-Daettwil, Switzerland; and Arnel C. Rosselet, a citizen of Switzerland, residing at Belvedere 3, CH-5400 Baden, Switzerland (hereinafter collectively referred to as **ASSIGNORS**) have jointly made a certain new and useful invention (hereinafter referred to as **INVENTION**) as set forth in an application for United States Letters Patent entitled "**VISUALIZATION OF DEFORMATIONS USING COLOR OVERLAYS**" (hereinafter referred to as **APPLICATION**);

WHEREAS, Varian Medical Systems International AG, organized and existing under the laws of Switzerland, having a place of business at Chollerstrasse 38, Postfach 3363, CH-6303 Zug, Switzerland (hereinafter referred to as **ASSIGNEE**) is desirous of acquiring the full and exclusive right, title, and interest in, to, and under the **INVENTION** and the **APPLICATION**;

WHEREAS, U.S. Patent Application No. 12/925,663 covering this invention was filed with the United States Patent and Trademark Office on October 27, 2010;

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each **ASSIGNOR** hereby sells, assigns, and transfers to **ASSIGNEE** his full and exclusive right, title, and interest in the United States (including its territories and dependencies) and all countries foreign thereto in, to, and under the **INVENTION**, the **APPLICATION**, and any other United States applications (including provisional, non-provisional, utility, divisional, continuing, and reissue applications, and any applications claiming priority from the **APPLICATION**) based in whole or in part on the **APPLICATION** or in whole or in part on the **INVENTION**, and any patents (including extensions thereof) of any country that have been or may be granted on any of the aforesaid applications or on the **INVENTION** or any part thereof, and any right to priority to the **APPLICATION**;

Each **ASSIGNOR** hereby authorizes and requests the Commissioner for Patents of the United States of America to issue any and all United States Patents that may be granted on the aforesaid applications or on the **INVENTION** or any part thereof, in the name of **ASSIGNEE**;

Each **ASSIGNOR** hereby grants the attorney of record the power to insert on this agreement any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In the event that **ASSIGNEE** is unable, after reasonable effort, to secure any **ASSIGNOR**'s signature on any **APPLICATION**, paper, or other instrument relating to any patent, patent **APPLICATION**, letters patent, copyright, or other analogous protection relating to the **INVENTION** in any country, whether because of the **ASSIGNOR**'s mental incapacity, death, or for any other reason whatsoever, said **ASSIGNOR** hereby irrevocably designates and appoints **ASSIGNEE** and its duly authorized officers and agents as said **ASSIGNOR**'s agent and attorney in fact to act for and to execute and file any such **APPLICATION**, paper, or other instrument on said **ASSIGNOR**'s behalf, and to do all other lawfully permitted acts to further the prosecution and issuance of any patent, patent **APPLICATION**, letters patent, copyright, or any other analogous protection related to the **INVENTION**, with the same legal force and effect as if executed by said **ASSIGNOR**.

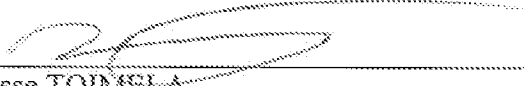
Each **ASSIGNOR** hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this sale, assignment, and transfer, and that said **ASSIGNOR** has the rights, titles, and interests to convey as set forth herein; **AND**

Each **ASSIGNOR** further covenants that upon **ASSIGNEE**'s request, he will provide promptly to **ASSIGNEE** all pertinent facts and documents relating to the aforesaid applications and the **INVENTION** as may be known and accessible to said **ASSIGNOR**, and said **ASSIGNOR** will testify as to the same in any interference or litigation related thereto, and will promptly execute and deliver to **ASSIGNEE**, or its

legal representatives, or its successor, without further consideration, any and all papers, instruments, or affidavits required to apply for, obtain, maintain, and enforce the aforesaid APPLICATIONS, as may be deemed necessary or desirable by ASSIGNEE to carry out the purposes hereof.

Michael WASCHBUESCH

date of signature

  
Lasse TOIMELA

18. 11. 2010  
date of signature

Armel C. ROSSELET

date of signature