# PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Stephen Wah-Kwan CHEUNG	12/20/2010
Roger Heering MILLER	12/20/2010
Juwen WANG	12/20/2010

#### **RECEIVING PARTY DATA**

Name:	ACCURAY, INC.
Street Address:	1310 Chesapeake Terrace
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12976787

#### **CORRESPONDENCE DATA**

(858)314-1150 Fax Number:

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Correspondent Name: **JONES DAY** Address Line 1: 222 East 41st Street Address Line 2: Sandra Genua

Address Line 4: New York, NEW YORK 10017-6702

ATTORNEY DOCKET NUMBER:	097014-999011	
NAME OF SUBMITTER:	Sandra Genua	

**Total Attachments: 1** 

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PATENT

REEL: 025644 FRAME: 0648

#### ASSIGNMENT

WHEREAS, WE, Stephen Wah-Kwan Cheung, Roger Heering Miller, and Juwen Wang, ASSIGNORS, citizens of the United States residing at 115 Concord Circle, Mountain View CA 94040, 714 Cornelia Court, Mountain View CA 94040, and 399 Clarence Avenue, Sunnyvale CA 94086, respectively, are the inventors of the invention in:

TRAVELING WAVE LINEAR ACCELERATOR BASED X-RAY SOURCE USING PULSE WIDTH TO MODULATE PULSE-TO-PULSE DOSAGE

for which we have executed an application for a Patent of the United States	

CJ.	which is executed on $\bowtie$ even date herewith of
X	which is identified by Jones Day docket no. 12654-011-999
J	which was filed on, Application No.
	We hereby authorize and request attorneys at Jones Day to insert here in parentheses (Application number, 12/976, 787 filed
	12/22/10) the filing date and application number of said application when known.

and WHEREAS, Accuray, Inc., of 1310 Chesapeake Terrace, Sunnyvale CA 94089, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filled for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as a foresaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 20th December, 2010

Stephen Wah-Kyan Cheung

Date 20, 2010

Roger Heering Miller

L.S.

Roger Heering Miller

L.S.

Juwen Wang