

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Michael Gertner	07/22/2009
Steven D. Hansen	07/22/2009
Erik Chell	07/20/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Oraya Therapeutics, Inc.
Street Address:	8000 Jarvis Avenue
Internal Address:	Building 5
City:	Newark
State/Country:	CALIFORNIA
Postal Code:	94560
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12493136
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(949)851-9348
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9498510633
Email:	svelazquez@mwe.com
Correspondent Name:	M. Todd Hales
Address Line 1:	18191 Von Karman Avenue
Address Line 2:	Suite 500
Address Line 4:	Irvine, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	079262-0051
NAME OF SUBMITTER:	M. Todd Hales, Reg. No. 60,472
Total Attachments: 3 source=079262_0051_Assignment#page1.tif source=079262_0051_Assignment#page2.tif source=079262_0051_Assignment#page3.tif	

CH \$40.00 12493136

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**ASSIGNMENT**

WHEREAS, **Michael Gertner**, a United States citizen, residing at 520 Laurel Street, Menlo Park, California 94025; **Steven D. Hansen**, a United States citizen, residing at 1731 Vincente Road, Concord, California 94519; and **Erik Chell**, a United States citizen, residing at 3344 Butters Drive, Oakland, California 94602 (hereinafter, collectively if more than one assignor, "ASSIGNOR") have invented, conceived, reduced to practice, or otherwise contributed certain technology, inventions, improvements, developments, ideas or discoveries in a **ORTHOVOLTAGE RADIOTHERAPY** (collectively hereinafter referred to as the "Work"), for which a U.S. patent application, Serial No. 11/956,295, (hereinafter the "Application") was filed on December 13, 2007;

AND WHEREAS, **Oraya Therapeutics, Inc.** (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 8000 Jarvis Avenue, Building 5, Newark, California 94560, desires to acquire all right, title, and interest in and to the Work and the Application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and the Application, and any other intellectual property rights in the Work, including, but not limited to, any trademarks, trade names, copyright rights, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights in the Work under 17 U.S.C. § 106A or otherwise, for any and all uses of the Work, and any non-provisional patent application(s) claiming priority thereto that have been or may hereafter be filed, such non-provisional patent applications, including divisions, continuations, and continuations-in-parts thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any Letters Patent or related applications for the Work which may hereafter be granted or filed for in any country or countries foreign to the United States, including all extensions, divisions, reexaminations and reissues thereof; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the Work to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patent, before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree to provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Work, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work and the Application including any improvements made thereto, any non-provisional application(s) filed therefrom, and any continuing application(s) filed from aforementioned non-provisional application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY acknowledge that, to the best of ASSIGNOR's knowledge, the Work is patentable, and ASSIGNOR further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of July, 2009

*[Handwritten Signature]*

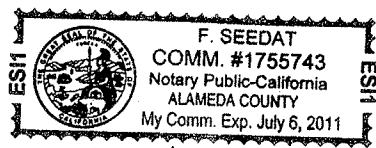
**MICHAEL GERTNER**

STATE OF CALIFORNIA }  
COUNTY OF ALAMEDA } ss.

On July 22, 2009 before me, F. SEEDAT (NOTARY PUBLIC) (name and title of "Notary Public") personally appeared **MICHAEL GERTNER** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT Seedat 7/22/2009  
WITNESS my hand and official seal.

[SEAL]



*[Handwritten Signature]*  
7/22/2009

*[Handwritten Signature]*  
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of July, 2009.

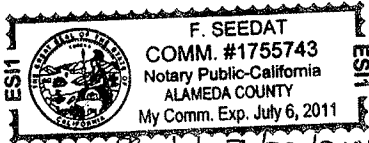
Steven D. Hansen  
STEVEN D. HANSEN

STATE OF CALIFORNIA }  
COUNTY OF ALAMEDA } ss.

On July 22, 2009, before me, F. SEEDAT (Notary Public) (name and title of "Notary Public") personally appeared STEVEN D. HANSEN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. Seedat 7/22/2009  
WITNESS my hand and official seal.

[SEAL]



Seedat 7/22/2009

Seedat  
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20<sup>th</sup> day of July, 2009.

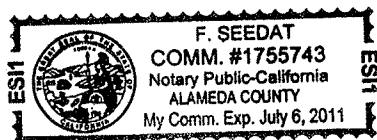
Erik Chell  
ERIK CHELL

STATE OF CALIFORNIA }  
COUNTY OF ALAMEDA } ss.

On July 20, 2009, before me, F. SEEDAT (Notary Public) (name and title of "Notary Public") personally appeared ERIK CHELL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. Seedat 7/20/2009  
WITNESS my hand and official seal.

[SEAL]



Seedat 7/20/2009

Seedat  
Notary Signature

ORC 463248-1.079262.0027