

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2978438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
APPLIMOTION, INC.	06/26/2014

RECEIVING PARTY DATA

Name:	TOMOTHERAPY INCORPORATED
Street Address:	1310 CHESAPEAKE TERRACE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14184568

CORRESPONDENCE DATA

Fax Number: (414)277-0656

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4142716560

Email: mkeipdocket@michaelbest.com

Correspondent Name: MICHAEL BEST & FRIEDRICH LLP

Address Line 1: 100 E. WISCONSIN AVENUE

Address Line 2: SUITE 3300

Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	013869-9108-01
NAME OF SUBMITTER:	JULIE A. HAUT
SIGNATURE:	/julie a. haut/
DATE SIGNED:	08/12/2014

Total Attachments: 2

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ASSIGNMENT

This Assignment is effective between APPLIMOTION, INC., a California corporation, having a principal place of business at 5915 Jetton Lane, Loomis, California 95650 ("Assignor"), and TOMOTHERAPY INCORPORATED, a Wisconsin corporation, having a principal place of business at 1240 Deming Way, Madison, WI 53717, TOMOTHERAPY INCORPORATED being a wholly owned subsidiary of ACCURAY INCORPORATED, a Delaware Corporation, having a principal place of business at 1310 Chesapeake Terrace, Sunnyvale, CA 94089 ("together referred to herein as "Assignee").


1. For good and valuable consideration, receipt of which is hereby acknowledged by Assignee, Assignor hereby sells, assigns, transfers, and sets over to Assignee Assignor's entire right, title, and interest in and to:
 - a) United States Provisional Patent Application No. 61/769,549, filed on February 26, 2013; United States Patent Application No. 14/184,568, filed on February 19, 2014; and PCT International Application No. PCT/US2014/017198, filed on February 19, 2014 (the "Applications");
 - b) any nonprovisional application, continuing applications, reissues, and reexaminations of the Applications in the United States claiming priority to the Applications;
 - c) all inventions and subject matter disclosed in the Applications, and any other patent or intellectual property application filed in the United States, in any foreign country, or under the Patent Cooperation Treaty, the Paris Convention, and all other international conventions, agreements, treaties or laws relating to the protection of intellectual and industrial property, in respect to any of the inventions or subject matter disclosed in the Applications; and
 - d) any priority claims to the Applications and any other application identified above.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Applications and any other patent application, filed in the United States or in any foreign country, directed to any of the inventions disclosed in the Applications to Assignee.
3. Assignor hereby represents that it has the full right to convey the interest assigned by this Assignment. Assignor represents and warrants that it has not executed and will not execute any agreement in conflict with this Assignment.
4. Assignor will, through its officers and employees, without further consideration:

- a) communicate with Assignee any facts known by Assignor respecting the Applications and the inventions and subject matter disclosed in the Applications, testify in any legal proceeding, sign all lawful papers when called upon to do so, and execute and deliver all papers that may be necessary or desirable to perfect the title to the Applications and any application directed to the inventions and subject matter disclosed in the Applications to the Assignee, it being understood that any expense incident to the above shall be borne by Assignee; and
- b) execute all papers for all applications identified above, make all rightful oaths or declarations, and generally do everything reasonably possible to aid Assignee, its successors and assigns, in obtaining patent protection covering any of the inventions and subject matter disclosed in the Applications in the United States or in any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee.

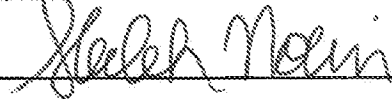
5. This Assignment is subject to the Advanced Development Agreement of April 22, 2011 between TomoTherapy Incorporated, a wholly owned subsidiary of Accuray Incorporated, and Applimotion (the "Agreement"). If an inconsistency arises between this Assignment and the Agreement, the Agreement shall control.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Assignor:
APPLIMOTION, INC.

By: 
Name: Robert Max Komatter
Title: Director
Date: 6/26/14

Assignee:
TOMOTHERAPY INCORPORATED, A
WHOLLY OWNED SUBSIDIARY OF
ACCURAY

By: 
Name: Alaish Nouf
Vice President, Associate General Counsel
TomoTherapy Incorporated
Title: _____
Date: 26 JUNE 2014