

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5010827

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/17/2017

## CONVEYING PARTY DATA

Name	Execution Date
IMPAC MEDICAL SYSTEMS, INC.	07/17/2017

## RECEIVING PARTY DATA

<b>Name:</b>	ELEKTA, INC.
<b>Street Address:</b>	400 PERIMETER CENTER TERRACE
<b>Internal Address:</b>	SUITE 50
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30346

## PROPERTY NUMBERS Total: 31

Property Type	Number
Application Number:	14308450
Application Number:	14472317
Application Number:	14474407
Application Number:	14607654
Application Number:	14881903
Application Number:	14881939
Application Number:	15248490
Application Number:	15248628
Application Number:	15385732
Application Number:	15386673
Application Number:	15387689
Application Number:	15463253
Application Number:	15485189
Application Number:	15485204
Application Number:	62384192
Application Number:	62408676
PCT Number:	US2012048938
PCT Number:	IB2014061157

PATENT

Property Type	Number
PCT Number:	US2014013535
PCT Number:	US2014015952
PCT Number:	IB2015051383
PCT Number:	US2015045662
PCT Number:	US2015046011
PCT Number:	IB2015054440
PCT Number:	US2016056538
PCT Number:	US2016014302
PCT Number:	US2016014258
PCT Number:	US2017015358
PCT Number:	US2016021867
PCT Number:	US2017013962
PCT Number:	US2016056635

#### CORRESPONDENCE DATA

##### Fax Number:

*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: 6123436900

Email: request@slwip.com

Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER

Address Line 1: P.O. BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	4186.000001
NAME OF SUBMITTER:	KASIE GROVER
SIGNATURE:	/Kasie Grover/
DATE SIGNED:	06/18/2018

#### Total Attachments: 25

source=Merger#page1.tif  
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## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made by and between Elekta, Inc., a Georgia corporation ("Surviving Company"), and IMPAC Medical Systems, Inc., a Delaware corporation ("Merged Company"), as of July \_\_, 2017. Merged Company and Surviving Company are sometimes referred to as the "Constituent Corporations".

The authorized capital stock of Merged Company consists of 60,000,000 shares of Preferred Stock, \$0.01 par value per share, and 5,000,000 Common Stock, \$0.01 par value per share, and the authorized capital stock of Surviving Company consists of 10,000,000 shares of Preferred Class "A" Stock, \$1.00 par value per share, and 100,000 Common Stock, no par value per share. The Directors of the Constituent Corporations deem it advisable and to the advantage of said corporations that Merged Company merge with and into Surviving Company upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby agree that Merged Company shall merge with and into Surviving Company on the following terms, conditions and other provisions:

### I. TERMS AND CONDITIONS

1.1 *Merger.* Merged Company shall be merged with and into Surviving Company (the "Merger"), and Surviving Company shall be the surviving corporation, effective as of 12:01 am on August 1, 2017 (the "Effective Date").

1.2 *Succession.* On the Effective Date, Surviving Company shall succeed to all of the rights, privileges, powers, property, debts, obligations and liabilities of Merged Company in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware and Section 14 of the Georgia Business Corporation Code.

1.3 *Common Stock of Merged Company.* Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of Merged Company outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Companies, be canceled.

1.4 *Common Stock of Surviving Company.* Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of Surviving Company outstanding immediately prior thereto shall remain outstanding.

1.5 *Franchise Taxes and Fees.* Surviving Company will be responsible for the payment of all fees and franchise taxes required by the laws of the State of Delaware, and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

### II. INTELLECTUAL PROPERTY

#### 2.1 Definitions

(a) “PATENTS” means (i) any and all provisional patent applications, patent applications, granted patents, continuations, continuations-in-part, continued prosecution applications and divisionals, reissues, reexaminations or extensions thereof, (ii) any corresponding foreign patent applications, and any patents, or other equivalent foreign patents granted or registered (iii) all inventions, processes and other subject matter covered by patentable subject matter, whether filed as a patent application or not, (iv) all letters patent and patent rights that issue on any of the patents or patent applications, as well as, industrial designs, industrial models, utility models, certificates of invention and other indicia of invention ownership.

(b) “TRADEMARKS” means trademarks, service marks, logos, trade dress, Internet addresses (URLs), trade names and service names, whether or not registered, and the goodwill associated therewith.

(c) “COPYRIGHTS” means works of authorship, including but not limited to copyrights, copyright applications and copyright registrations, and moral rights, author’s rights, and rights in databases.

(d) “TRADE-SECRETS” means know-how, ideas, concepts, methods, techniques, inventions and other works, whether or not developed or reduced to practice, industrial property, customer, vendor, marketing, and prospect lists, and all associated information or databases, and other confidential information.

(e) “PROPRIETARY INFORMATION” includes, but is not limited to, any and all technical and non-technical information relating to products, processes, techniques, formulas, ideas, know-how, works of authorship, copyrightable works, inventions (whether patentable or not), trademarks, trade names, service marks, logos, corporate symbols, product names, or legends owned by IMPAC Medical Systems, Inc. or licensed by IMPAC Medical Systems, Inc., trade secrets, computer programs (computer source code, object code, executable code, “software”, and the like), software architecture, and computer architecture and configuration, hardware and software designs, compositions, data, drawings, schematics, lists (customer, marketing), customer information, product development plans, research projects (past, present and future), and other business, technical, and financial information, data flow, workflows, clinical information, and other information by its nature and content is confidential. Proprietary information includes without limitation Work Product that has commercial value to Merged Company’s business.

(f) “PROCESS” means any process used by IMPAC Medical Systems, Inc., that is covered by an issued, unexpired patent claim or a pending patent claim contained in the PATENTS.

“INTELLECTUAL PROPERTY” includes the above definitions of PATENTS, TRADEMARKS, COPYRIGHTS, TRADE-SECRETS, PROPRIETARY INFORMATION, and further includes any intangible property right anywhere in the world assigned or registered to IMPAC Medical Systems, Inc., or its Affiliates.

*2.2 Ownership of Intellectual Property Rights.* Appendix A, B, and C list all the patents, marks, copyrights that are ASSIGNED INTELLECTUAL PROPERTY.

(a) Appendix A sets forth a list of all Patents, granted and pending conveying intellectual property rights that are assigned to IMPAC Medical Systems, Inc.

(b) Appendix B sets forth all trademarks conveying intellectual property rights that are assigned to IMPAC Medical Systems, Inc.

(c) Appendix C sets forth a list of all copyrights conveying intellectual property rights that are assigned to IMPAC Medical Systems, Inc.

(d) IMPAC Medical Systems, Inc. exclusively owns the entire right, title, and interest in all INTELLECTUAL PROPERTY and the ASSIGNED INTELLECTUAL PROPERTY, free and clear of any and all Encumbrances and has the right to use the same in the conduct of the Business, as applicable, and to transfer all of its rights to Elekta, Inc. as of the Effective Date as contemplated herein.

### *2.3 Warranties.*

(a) IMPAC Medical Systems, Inc. represents and warranties that is has not granted to anyone any rights in the INTELLECTUAL PROPERTY or ASSIGNED INTELLECTUAL PROPERTY that remain in effect as of the Effective Date.

(b) IMPAC Medical Systems, Inc. represents and warranties that is has not granted any license to any Person to use the INTELLECTUAL PROPERTY or ASSIGNED INTELLECTUAL PROPERTY.

(c) IMPAC Medical Systems, Inc. represents and warranties that all the ASSIGNED INTELLECTUAL PROPERTY are (1) valid and in force, (2) all maintenance fees, annuities, and renewal fees currently due in connection with ASSIGNED INTELLECTUAL PROPERTY have been or will be timely paid.

(d) IMPAC Medical Systems, Inc. represents and warranties that all the ASSIGNED INTELLECTUAL PROPERTY are not subject to any litigation, arbitration, any contentious proceeding, or administrative proceeding (except routine US Patent Office proceedings) in any jurisdiction, (1) that the allege use of the ASSIGNED INTELLECTUAL PROPERTY, or the conduct of business has not infringed, has not misappropriated and has not conflicted with the Intellectual Property of another Person.

(e) IMPAC Medical Systems, Inc. represents and warranties that to its knowledge and belief, there is no unauthorized use, unauthorized disclosure, infringement, or misappropriation of the ASSIGNED INTELLECTUAL PROPERTY by any third party, including any employee or former employee of IMPAC.

(f) IMPAC Medical Systems, Inc. represents and warranties that it has taken commercially reasonable steps to protect and preserve the confidentiality of all commercially valuable confidential or non-public information included in the INTELLECTUAL PROPERTY and in the ASSIGNED INTELLECTUAL PROPERTY.

2.4 *Assignment.* IMPAC Medical Systems, Inc. does hereby sell, assign, transfer, and set over unto Elekta, Inc., its lawful successors and assigns, its entire right, title, and interest in and to all INTELLECTUAL PROPERTY as set forth and described in Appendix A (Patent Assignment), Appendix B (Trademark Assignment), and Appendix C (Copyright Assignment) as of the Effective Date.

2.5 *Indemnification.* As of the Effective Date, Elekta, Inc. will assume the defense of any lawsuit or contentious matter brought against IMPAC Medical Systems, Inc., or its affiliates, mediate or immediate, in any jurisdiction for the infringement of any patent listed in Appendix A, any trademark listed in Appendix B, and any copyright listed in Appendix C. Elekta, Inc., will be given exclusive control of the litigation and all negotiations relating to settlement.

### **III. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

3.1 *Certificate of Incorporation and Bylaws.* The Certificate of Incorporation of Surviving Company as in effect immediately prior to the Effective Date shall continue in full force and effect as the Certificate of Incorporation of Surviving Company until duly amended in accordance with the provisions thereof and applicable law. The Bylaws of Surviving Company as in effect immediately prior to the Effective Date shall continue in full force and effect as the Bylaws of Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

3.2 *Directors.* The directors of Surviving Company immediately prior to the Effective Date shall be the directors of Surviving Company on and after the Effective Date, to serve until the expiration of their current terms and until their successors are elected and qualified.

3.3 *Officers.* The officers of Surviving Company immediately prior to the Effective Date shall be the officers of Surviving Company on and after the Effective Date, to serve at the pleasure of the Board of Directors.

### **IV. MISCELLANEOUS**

4.1 *Further Assurances.* From time to time, as and when required by Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Merged Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in, or to conform, of record or otherwise, in Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of Merged Company and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Surviving Company are fully authorized in the name and on behalf of Merged Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 *Abandonment.* At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Merged

Company or Surviving Company or both, notwithstanding the approval of this Merger Agreement by the stockholders of Merged Company.

4.3 *Counterparts.* In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.4 *Governing Law.* This Merger Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to its principles governing conflict of laws.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been duly approved by the Board of Directors of Merged Company and Surviving Company, is hereby executed on behalf of each of said corporations by their respective officers thereunto duly authorized.

ELEKTA, INC.  
A Georgia corporation

Date: July \_\_, 2017

By: \_\_\_\_\_  
Peter J. Gaccione, President

IMPAC MEDICAL SYSTEMS, INC.  
A Delaware corporation

Date: July \_\_, 2017

By: \_\_\_\_\_  
Garth R. Andrew, President

# Appendix A

# ASSIGNMENT

WHEREAS IMPAC MEDICAL SYSTEMS, INC., a corporation of California whose post office address is 100 Mathilda Place Fifth Floor, Sunnyvale, California 94086 United States (hereinafter referred to as Assignor), is the assignee/owner of record for each of the applications identified in the below table:

Application No.	Country of Filing	Filing Date	Title
14/308,450	US	18-Jun-2014	SYSTEM AND METHOD FOR AUTOMATIC TREATMENT PLANNING
14/472,317	US	28-Aug-2014	DOSE RATE MODULATED STEREOTACTIC RADIO SURGERY
14/474,407	US	02-Sep-2014	SYSTEMS AND METHODS FOR SEGMENTING MEDICAL IMAGES BASED ON ANATOMICAL LANDMARK-BASED FEATURES
14/607,654	US	28-Jan-2015	THREE DIMENSIONAL LOCALIZATION AND TRACKING FOR ADAPTIVE RADIATION THERAPY
14/881,903	US	13-Oct-2015	PSEUDO-CT GENERATION FROM MR DATA USING A FEATURE REGRESSION MODEL
14/881,939	US	13-Oct-2015	PSEUDO-CT GENERATION FROM MR DATA USING TISSUE PARAMETER ESTIMATION
15/248,490	US	26-Aug-2016	IMAGE SEGMENTATION USING NEURAL NETWORK METHOD
15/248,628	US	26-Aug-2016	SYSTEMS AND METHODS FOR IMAGE SEGMENTATION USING CONVOLUTIONAL NEURAL NETWORK
15/385,732	US	20-Dec-2016	SYSTEMS AND METHODS FOR SEGMENTATION OF INTRA-PATIENT MEDICAL IMAGES
15/386,673	US	21-Dec-2016	ONLINE LEARNING ENHANCED ATLAS-BASED AUTO-SEGMENTATION
15/387,689	US	22-Dec-2016	THERAPY CONTROL USING MOTION PREDICTION BASED ON CYCLIC MOTION MODEL
15/463,253	US	20-Mar-2017	SYSTEM AND METHOD FOR AUTO-CONTOURING IN ADAPTIVE RADIOTHERAPY
15/485,189	US	11-Apr-2017	THREE DIMENSIONAL LOCALIZATION OF A MOVING TARGET FOR ADAPTIVE RADIATION THERAPY
15/485,204	US	11-Apr-2017	DOSE RATE MODULATED STEREOTACTIC RADIO SURGERY
62/384,192	US	07-Sep-2016	LEARNING MODELS OF RADIOTHERAPY TREATMENT PLANS TO PREDICT THERAPY DOSE DISTRIBUTIONS
62/408,676	US	14-Oct-2016	DEEP CONVOLUTIONAL NEURAL NETWORK SYSTEMS AND METHODS FOR SYNTHETIC IMAGE GENERATION
PCT/US2012/048938	PCT	31-July-2012	METHOD AND APPARATUS FOR CORRECTION OF ERRORS IN SURFACES
PCT/IB2014/061157	PCT	2-May-2014	METHOD AND APPARATUS FOR AUTOMATED DELINEATION OF STRUCTURE SHAPE FOR IMAGE GUIDED TREATMENT PLANNING
2014261044	Australia	2-May-2014	METHOD AND APPARATUS FOR AUTOMATED DELINEATION OF STRUCTURE SHAPE FOR IMAGE GUIDED TREATMENT PLANNING
2017200435	Australia	2-May-2014	METHOD AND APPARATUS FOR AUTOMATED DELINEATION OF STRUCTURE SHAPE FOR IMAGE GUIDED TREATMENT PLANNING
201480024415.0	China	2-May-2014	METHOD AND APPARATUS FOR AUTOMATED DELINEATION OF STRUCTURE SHAPE FOR IMAGE GUIDED TREATMENT PLANNING

Application No.	Country of Filing	Filing Date	Title
14730203.8	Europe	2-May-2014	METHOD AND APPARATUS FOR AUTOMATED DELINEATION OF STRUCTURE SHAPE FOR IMAGE GUIDED TREATMENT PLANNING
2016-511160 (Patent No. 5957629)	Japan	2-May-2014	METHOD AND APPARATUS FOR AUTOMATED DELINEATION OF STRUCTURE SHAPE FOR IMAGE GUIDED TREATMENT PLANNING
PCT/US2014/013535	PCT	29-Jan-2014	METHOD AND APPARATUS FOR GENERATING A DERIVED IMAGE USING IMAGES OF DIFFERENT TYPES
2014212517	Australia	29-Jan-2014	METHOD AND APPARATUS FOR GENERATING A DERIVED IMAGE USING IMAGES OF DIFFERENT TYPES
201480006111.1	China	29-Jan-2014	METHOD AND APPARATUS FOR GENERATING A DERIVED IMAGE USING IMAGES OF DIFFERENT TYPES
11 2014 000 611.4	Germany	29-Jan-2014	METHOD AND APPARATUS FOR GENERATING A DERIVED IMAGE USING IMAGES OF DIFFERENT TYPES
2015-555425 (Patent No. 6144781)	Japan	29-Jan-2014	METHOD AND APPARATUS FOR GENERATING A DERIVED IMAGE USING IMAGES OF DIFFERENT TYPES
1511617.1	United Kingdom	29-Jan-2014	METHOD AND APPARATUS FOR GENERATING A DERIVED IMAGE USING IMAGES OF DIFFERENT TYPES
PCT/US2014/015952	PCT	12-Feb-2014	METHOD AND APPARATUS FOR LEARNING-ENHANCED ATLAS-BASED AUTO-SEGMENTATION
2014221357	Australia	12-Feb-2014	METHOD AND APPARATUS FOR LEARNING-ENHANCED ATLAS-BASED AUTO-SEGMENTATION
2903158	Canada	12-Feb-2014	METHOD AND APPARATUS FOR LEARNING-ENHANCED ATLAS-BASED AUTO-SEGMENTATION
201480011383.0	China	12-Feb-2014	METHOD AND APPARATUS FOR LEARNING-ENHANCED ATLAS-BASED AUTO-SEGMENTATION
14708993.2	Europe	12-Feb-2014	METHOD AND APPARATUS FOR LEARNING-ENHANCED ATLAS-BASED AUTO-SEGMENTATION
2015-560195	Japan	12-Feb-2014	METHOD AND APPARATUS FOR LEARNING-ENHANCED ATLAS-BASED AUTO-SEGMENTATION
PCT/IB2015/051383	PCT	24-Feb-2015	SYSTEM AND METHOD FOR AUTO-CONTOURING IN ADAPTIVE RADIOTHERAPY
2015221826	Australia	24-Feb-2015	SYSTEM AND METHOD FOR AUTO-CONTOURING IN ADAPTIVE RADIOTHERAPY
201580022410.9	China	24-Feb-2015	SYSTEM AND METHOD FOR AUTO-CONTOURING IN ADAPTIVE RADIOTHERAPY
15736039.7	Europe	24-Feb-2015	SYSTEM AND METHOD FOR AUTO-CONTOURING IN ADAPTIVE RADIOTHERAPY
2016-554572	Japan	24-Feb-2015	SYSTEM AND METHOD FOR AUTO-CONTOURING IN ADAPTIVE RADIOTHERAPY
2016137791	Russia	24-Feb-2015	SYSTEM AND METHOD FOR AUTO-CONTOURING IN ADAPTIVE RADIOTHERAPY
PCT/US2015/045662	PCT	18-Aug-2015	DOSE RATE MODULATED STEREOTACTIC RADIO SURGERY
201580046224.9	China	18-Aug-2015	DOSE RATE MODULATED STEREOTACTIC RADIO SURGERY
15756519.3	Europe	18-Aug-2015	DOSE RATE MODULATED STEREOTACTIC RADIO SURGERY
PCT/US2015/046011	PCT	20-Aug-2015	SYSTEMS AND METHODS FOR SEGMENTING MEDICAL IMAGES BASED ON ANATOMICAL LANDMARK-BASED FEATURES
2015312327	Australia	20-Aug-2015	SYSTEMS AND METHODS FOR SEGMENTING MEDICAL IMAGES BASED ON ANATOMICAL LANDMARK-BASED FEATURES

Application No.	Country of Filing	Filing Date	Title
201580046996.2	China	20-Aug-2015	SYSTEMS AND METHODS FOR SEGMENTING MEDICAL IMAGES BASED ON ANATOMICAL LANDMARK-BASED FEATURES
15763677.0	Europe	20-Aug-2015	SYSTEMS AND METHODS FOR SEGMENTING MEDICAL IMAGES BASED ON ANATOMICAL LANDMARK-BASED FEATURES
2017-512347	Japan	20-Aug-2015	SYSTEMS AND METHODS FOR SEGMENTING MEDICAL IMAGES BASED ON ANATOMICAL LANDMARK-BASED FEATURES
2017110538	Russia	20-Aug-2015	SYSTEMS AND METHODS FOR SEGMENTING MEDICAL IMAGES BASED ON ANATOMICAL LANDMARK-BASED FEATURES
PCT/IB2015/054440	PCT	11-June-2015	SYSTEM AND METHOD FOR AUTOMATIC TREATMENT PLANNING
2015275750	Australia	11-June-2015	SYSTEM AND METHOD FOR AUTOMATIC TREATMENT PLANNING
201580032255.9	China	11-June-2015	SYSTEM AND METHOD FOR AUTOMATIC TREATMENT PLANNING
15731400.6	Europe	11-June-2015	SYSTEM AND METHOD FOR AUTOMATIC TREATMENT PLANNING
2016-574096	Japan	11-June-2015	SYSTEM AND METHOD FOR AUTOMATIC TREATMENT PLANNING
2017101161	Russia	11-June-2015	SYSTEM AND METHOD FOR AUTOMATIC TREATMENT PLANNING
PCT/US2016/056538	PCT	12-Oct-2016	PSEUDO-CT GENERATION FROM MR DATA USING A FEATURE REGRESSION MODEL
PCT/US2016/056635	PCT	12-Oct-2016	PSEUDO-CT GENERATION FROM MR DATA USING TISSUE PARAMETER ESTIMATION
PCT/US2016/014302	PCT	21-Jan-2016	THREE DIMENSIONAL LOCALIZATION OF A MOVING TARGET FOR ADAPTIVE RADIATION THERAPY
PCT/US2016/014258	PCT	21-Jan-2016	THREE DIMENSIONAL LOCALIZATION AND TRACKING FOR ADAPTIVE RADIATION THERAPY
PCT/US2017/015358	PCT	27-Jan-2017	THERAPY CONTROL USING MOTION PREDICTION BASED ON CYCLIC MOTION MODEL
PCT/US2016/021867	PCT	10-Mar-2016	ADAPTIVE TREATMENT MANAGEMENT SYSTEM WITH A WORKFLOW MANAGEMENT ENGINE
PCT/US2017/013962	PCT	18-Jan-2017	SYSTEMS AND METHODS FOR SEGMENTATION OF INTRA-PATIENT MEDICAL IMAGES

WHEREAS, ELEKTA, INC., a corporation of Georgia whose post office address is 400 Perimeter Center Terrace, Suite 50, Atlanta, Georgia 30346 United States (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest owned by the Assignor in and to any invention disclosed in the above-referenced applications and in and to all other applications and patents in all countries throughout the world, including any PCT International Application and all national stage applications based thereon that may be filed, and all patents issued upon such applications in all countries throughout the world;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, Assignor, has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, its entire right, title, and interest in and to the above-referenced applications, any other PCT International Application and all national stage applications based thereon that may be filed, any other applications for patents filed anywhere in the world that claim any invention disclosed in the above-referenced applications, and all divisions, and continuations of any such application, and all patents which may be granted thereon, and all reissues thereof, and all rights to claim priority in any country on the basis of any such applications, and all extensions, renewals, and reissues thereof; and Assignor hereby authorizes and requests that any official of any country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

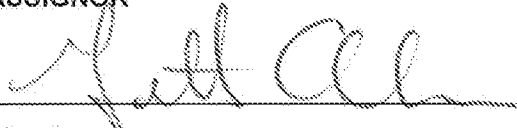
AND, Assignor covenant that it has the full right to convey the interest assigned by this Assignment, and Assignor has not executed and will not execute any agreement in conflict with this Assignment;

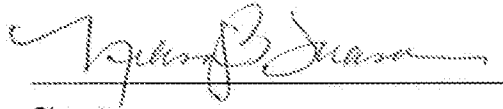
AND, Assignor further covenants and agrees that it will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the above-referenced applications (and any of the other applications or patents based thereon), and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the above-referenced applications (and any of the other applications or patents based thereon) in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for the above-referenced applications (and any of the other applications or patents based thereon) in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

ASSIGNOR

WITNESSED BY

  
Signature

  
Signature

Garth Andrews

Print Name

Melissa B. Fraser

Print Name

President and SVP PMO/TOG

Title at IMPAC MEDICAL SYSTEMS, INC.

17 July 2017

Execution Date

17 July 2017

Execution Date

Sunnyvale, CA, USA

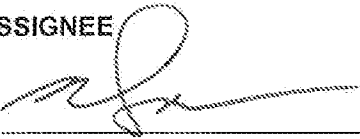
Place of Execution

Sunnyvale, CA USA

Place of Execution

ASSIGNEE

WITNESSED BY



Signature

Michael J. Hartman

Print Name

Corporate Secretary and SVP Legal Affairs

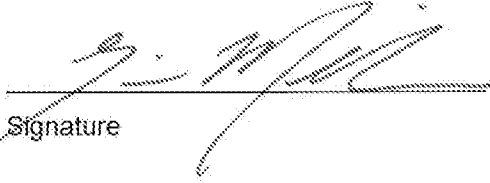
Title at ELEKTA, INC.

July 17<sup>th</sup> 2017

Execution Date

Atlanta, GA, USA

Place of Execution



Signature

Erin Melville

Print Name

July 17<sup>th</sup> 2017

Execution Date

Atlanta, GA, USA

Place of Execution

## Appendix B

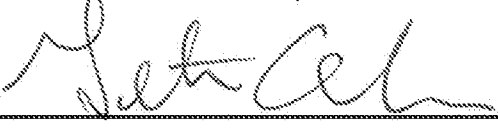
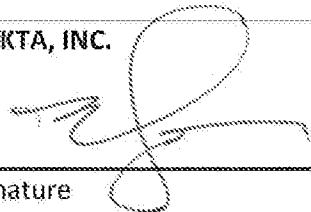
**WORLDWIDE TRADEMARK ASSIGNMENT**

IMPAC Medical Systems, Inc., a California corporation with its principal place of business at 100 Mathilda Place, Fifth Floor, Sunnyvale, California 94086 ("Assignor"), is the owner of the marks identified in Exhibit A ("the Trademarks").

Elekta, Inc., a Georgia corporation with its principal place of business at 400 Perimeter Center Terrace, Suite 50, Atlanta, Georgia 30346 ("Assignee"), wishes to acquire the Trademarks.

In consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all its right, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, and the right to sue and recover for past infringements, dilution, and other violations.

This Assignment may be executed using one or more counterparts which may be exchanged electronically and will constitute a single agreement.

<b>IMPAC MEDICAL SYSTEMS, INC.</b> 	<b>ELEKTA, INC.</b> 
Signature	Signature
Garth Andrews	Michael J. Hartman
Printed Name	Printed Name
President and SVP PMO/TOG	Corporate Secretary and SVP Legal Affairs
Title	Title
17 July 2017	17 <sup>th</sup> July 2017
Date	Date

**EXHIBIT A**

Mark	Country	Registration No.	Registration Date
MOSAIQ	Albania	873031	03/31/2005
MOSAIQ	Argentina	2340233	01/15/2010
MOSAIQ	Australia	873031	03/31/2005
ANALYTIQ	Brazil	827302533	03/31/2005
METRIQ	Brazil	827302576	06/24/2008
MOSAIQ	Brazil	827302592	06/24/2008
ANALYTIQ	Canada	TMA738491	04/21/2009
METRIQ	Canada	TMA738492	04/21/2009
MOSAIQ	Canada	TMA741214	06/01/2009
XIO	China	3232210	08/28/2003
XIO	China	4079153	02/14/2006
MOSAIQ	Colombia	306996	10/21/2005
MOSAIQ	Costa Rica	157858	4/24/2006
ANALYTIQ	European Union	004364576	02/10/2006
DIAGNOSTIQ	European Union	004364584	02/10/2006
METRIQ	European Union	004367033	06/10/2009
MOSAIQ	European Union	004364618	02/10/2006
METRIQ	Germany	CTM No. 004367033	03/31/2005
MOSAIQ	Iceland	873031	03/31/2005
MOSAIQ	Int'l Registration	873031	03/31/2005
MOSAIQ	Japan	873031	03/31/2005
MOSAIQ	Liechtenstein	873031	03/31/2005
MOSAIQ	Macedonia	873031	03/31/2005
ANALYTIQ	New Zealand	727492	10/12/2006
METRIQ	New Zealand	727494	04/13/2007
MOSAIQ	New Zealand	727495	04/05/2007
MOSAIQ	Serbia	873031	03/31/2005
MOSAIQ	Singapore	873031	03/31/2005
MOSAIQ	Switzerland	873031	03/31/2005
ANALYTIQ	USA	4,334,407	05/14/2013
ECHART	USA	2,708,086	04/15/2003
FOCAL4D	USA	3,928,884	03/08/2011
METRIQ	USA	3,551,800	12/23/2008
MONACO	USA	3,349,241	12/04/2007
MOSAIQ	USA	3,406,557	04/01/2008

SMART SEQUENCING	USA	4,360,302	07/02/2013
XIO	USA	2,738,642	07/15/2003
MOSAIQ	Venezuela	269401	04/17/2006

## Appendix C

## **WORLDWIDE COPYRIGHT ASSIGNMENT**

(1) IMPAC Medical Systems, Inc., a California corporation with its principal place of business at 100 Mathilda Place, Fifth Floor, Sunnyvale, California 94086 ("Assignor"), is the owner of all right, title, and interest, including copyright, in and to certain works of authorship created by its employees, contractors, and vendors, including but not limited to source code, object code, software and firmware created, developed, or modified by or for IMPAC as well as those works specifically set forth below (collectively, "the Works"):

- Cancer Registry Facility Data Management System Requirements
- MOSAIQ Storage Calculator
- Provisional Desktop MOSAIQ Platform System Requirements
- ANALYTIQ System Requirements
- Data Analytics Software System Requirements
- System Requirements for MOA Dashboards
- MOSAIQ Data Director System Requirements
- METRIQ System Requirements
- Registry System Requirements
- Document Title - Electronic Distribution (LED)
- One Time Data Import Specifications for Payer, Physician, and Patient
- One Time Data Import for Transcriptions and Scanned Document Import
- One Time Data Import - Prescription and Dose Site Summary Information
- RTPConnect Interface Specification - POST TO WEB
- MOSAIQ ONCOLOGY PACS IHE INTEGRATION STATEMENT 2008
- MOSAIQ DICOM Conformance Statement
- MOSAIQ DCM RT PLAN TRANSLATION INTERFACE SPECIFICATION
- MDD IHE
- IHE Integration Statement for MOSAIQ - 2010
- MDD DICOM Conformance Statement
- MOSAIQ DCM RT PLAN TRANSLATION INTERFACE SPECIFICATION
- MOSAIQ Version DCM RT Plan Translation
- MOSAIQ DCM RT Plan Translation Interface Specification
- MOSAIQ IHE Integration Statement for 2013
- MOSAIQ DCM RT Plan Translation Interface Specification
- Focal/Monaco DICOM Conformance Statement
- Monaco DICOM Conformance Statement
- XiO DICOM Conformance Statement
- One Time Data Import Specifications for Diagnosis Detail
- MOSAIQ HPRIM and PMSI Export Interface Requirements Specification
- One Time Data Import Specifications for Patient Notes and Appointments
- MOSAIQ Clinical Quality Measures Interface Requirements Specification
- MOSAIQ External Systems Interface (ESI) Requirements Specification
- MOSAIQ Clinical Quality Measures Interface Requirements Specification
- MOSAIQ External Systems Interface (ESI) Requirements Specification
- One Time Data Import Specifications for Diagnosis Detail for MOSAIQ

- One Time Data Imports Specifications for Patient, Payer, and Physician
- One Time Data Import Specifications for Prescription and Dose Site Summary Information MOSAIQ
- MOSAIQ External Systems Interface (ESI) Requirements Specification
- MOSAIQ Clinical Quality Measures Interface Requirements Specification
- One Time Data Import Specifications for Diagnosis Detail for MOSAIQ
- MOSAIQ Drug Import
- MOSAIQ External Systems Interface (ESI) Requirements Specification
- MOSAIQ ARIA Data Migration Requirements Specification
- MOSAIQ External Systems Interface (ESI) Requirements Specification
- Focal / Monaco Margin Recipe - Concept and Implementation
- MOSAIQ Data Director IHE Integration Statement for 2012
- MOSAIQ Oncology PACS DICOM Conformance
- EPID File Interface for MOSAIQ 2.20.02 and Higher
- MOSAIQ Known Issues
- PathConnect Results Interface Specification
- METRIQ Registry Software Issues for HCA
- MOSAIQ 2.10 RTPConnect DICOM Conformance Statement
- Couch angle, pitch and roll matrix calculation
- MOSAIQ completion of partials methods for particle therapy
- Particle Therapy Partial Treatment Reconciliation - IBA Addendum
- The Effect of Range Shifters used in Combination Proton Beams in Excess of Ranges of 16g/cm<sup>2</sup> (White Paper)
- 21 CFR 11 Language
- Treatment Room Communication for Accessory Verification
- Custom Report Launching
- Porting Reports to SQL
- Radiation Oncology Care Plans - POST TO WEB (r)
- Setup Intelligence
- aCOUNT Guidelines for Making Changes to Fee Schedules
- eREMIT Advice Processing Procedure
- eREMIT System Configuration
- MedAvant Overview - POST TO WEB (r)
- Preparing for aCOUNT Implementation - POST TO WEB
- METRIQ Import Layout
- Backup, Maintenance, and Restoration Procedures for MOSAIQ
- A/R Follow-Up with Insurance Collections
- Downloading and Processing 997 Files From Gateway EDI
- Remittance Configuration for MOSAIQ Medical Billing
- Managing Nonbillable Codes
- Adding Reason Codes for Electronic Secondary Claims
- Re-allocating Credits with Payments
- Posting an Additional Payment
- Posting a Refund
- Use of couch-mounted CPI with ASPK

- Screening a Patient for Clinical Trials
- Using Clinical Trials
- Flowsheet View Construction Sheet for MOSAIQ 2.60
- eSCRIBE Tips and Tricks
- ESI: Troubleshooting Guide for Inbound Interface Manager HL7 Interfaces
- Quick Start Guide MOSAIQ 2.50 Leksell Gamma Knife Registry New Patient Entry
- Entering and Reviewing Laboratory Data
- Entering Assessments MOSAIQ
- Recording Medication Treatments
- Navigating the Clinician Worksheet
- MOSAIQ 2.20 ePrescribing from Care Plans
- Custom Crystal Reports Upgrading Database Guide Multi-ACCESS 8.3x through MOSAIQ 2.64 Product Note
- Crystal Report Writer UDF Guide MOSAIQ 1.00 through MOSAIQ Product Note
- Custom Reports Data Restriction Guide For MOSAIQ
- Crystal Report Writer 2011 Installation Procedure
- Monaco Icons Mapping Document
- Monaco Read Me First
- MOSAIQ Export Fields For MOSAIQ Connect
- Installing Microsoft SQL 2005
- Security
- Integrated CodeCheck
- ODA Variable List and Assessment Tab View Table
- Entering Vital Signs
- PhAST Note Settings & Functionality for MOSAIQ
- Navigating in MOSAIQ
- Using Online Help
- Exploring Patient Demographics
- Multi-Resource Scheduling for MOSAIQ
- Using Quality Checklists
- Printing Reports
- Scheduling Appointments, MOSAIQ
- Scheduling with Series Scheduling
- Registering Patients MOSAIQ
- Navigating MOSAIQ Scheduling
- Using Photos and Diagrams
- Couch Copy and Field Note Edit
- Extending treatment field type and modality options
- Abbreviation Updates - JCAHO
- Creating a Windows 2008 Cluster with SQL 2005
- High Availability Systems tested with MOSAIQ
- Virtualizing SQL Server Performance Testing
- IT Aspects of MOSAIQ Implementation
- Deploying MOSAIQ with XenApp 5.0

- First DataBank Server Installation Tutorial
- Deploying MOSAIQ with Terminal Services / Remote Desktop Services
- International Numeric Data Settings
- SQL 2008 Installation
- Creating a Windows 2008 Cluster with SQL 2008
- Symbol MT2000 Series Wireless Scanner
- Zebra LP 2824 / LP 2824 Plus Label Printer Configuration
- Automated Table Movement Product Note
- MOSAIQ 2.3 Meaningful Use - Performance Reporting
- MOSAIQ Document Security
- Entering Data Items Required for the MOSAIQ Systemic Anti-Cancer Therapy Dataset (SACT) Crystal Report
- MOSAIQ Radiotherapy Dataset (RTDS) Product Note
- MOSAIQ Security
- Printing Forms from the CaparioOne Portal
- Installing Microsoft SQL 2012 Product Note
- Updating First DataBank US for MOSAIQ
- Plan-of-the-Day IQ Script in MOSAIQ
- Tips on Importing Tab Views for MOSAIQ
- MOSAIQ Workstation Installation Instructions
- How to Deploy MOSAIQ with XenApp 7.5
- Data Field Locations
- Upgrade Instructions PreciS-Hospital to METRIQ
- METRIQ Upgrade Instructions
- METRIQ Install Instructions
- Upgrade Instructions MRS to METRIQ
- DeathMatch Training Product Note
- Mail Merge and the WordLetters tab
- Upgrade Instructions METRIQ
- Install Instructions METRIQ
- NCDB Call for Data Product Note
- Elekta Registry Implementation Process
- NODA™ Subscription Database Diagram
- NODB Subscription to NODA Subscription mapping
- NYS Pediatric Early Case Capture - METRIQ
- Microsoft Office 2010 Trusted Locations Settings for METRIQ Reports
- 2013 Michigan State Reporting Requirements for METRIQ
- METRIQ Multi-Facility Follow-up
- METRIQ Data Field Locations
- ODA Data Fields by Table
- Oncology Data Alliance Table Structure
- ODA Aggregate Database Frequently Asked Questions (FAQ)
- ODA Installation Instructions
- Précis-Central Installation Instructions (SQL)

- NHIA and NAPIIA Utility Instructions Précis-Central
- Précis-Central Install Instructions (SQL)
- Installing and Configuring SQL Server 2005 for PowerPath
- Installing Office 2003 on a Terminal Server for PowerPath Version 9.x
- Compatibility Tables
- 2008 Physician Quality Reporting Initiatives Configuration for PowerPath
- Using Help - Advanced Materials Processing
- Using Help - PowerPath
- DIS Pseudo Print Driver & Registry Setup
- Radiation Therapy Treatment Calendar
- Importing RTP Plans from Eclipse
- Exporting Images to MOSAIQ Using Eclipse and RT Chart
- Importing Plan, Structure Set, and Reference CT
- RTP Import - Automatic Association for MOSAIQ 2.20
- Multi-ACCESS Connect Frequently Asked Questions
- Field Types
- Elekta CFS
- Elekta Stereotactic Cones and DMLC
- Image Registration to MOSAIQ
- Annotations to Curves and Curve Export for 2D Imaging
- XiO /Monaco Read Me First Document
- XiO/Monaco Guard Leaf Customization and Agility LCS Behavior
- XiO Read Me First. Source Data Report handles Y-jaw IEC value unreliably.
- Updating First DataBank - Monthly Update Tutorial
- UK First DataBank Workstation
- U.S. First DataBank Workstation - Installation Tutorial
- Canadian First DataBank Workstation - Installation Tutorial
- Updating First DataBank Canada Monthly Update Tutorial
- First DataBank Australia Workstation Installation Tutorial
- Siemens Linear Accelerator-Elekta MOSAIQ® Interoperability Product Note
- An Overview of IMPAC's Escalation Policy - POST TO WEB
- Installing Microsoft SQL 2000
- Monaco Read Me First notice
- MOSAIQ Procedure Managment Spec Sheet
- ADT-Inbound
- ESI Schedule Export
- MOSAIQ RO Spec Sheet
- MOSAIQ RO Connectivity Spec Sheet
- MOSAIQ SYNERGISTIQ Specification Sheet
- MOSAIQ Setup Intelligence Spec Sheet
- METRIQ Cancer Registry & Data Management System
- IQ Server Spec Sheet
- MOSAIQ Spec Sheet

- LSS for the Data Director
- MOSAIQ Electronic Eligibility Spec Sheet
- Beam Modeling Deliverables - ERGO++
- ERGO ++ Physics Services Beam Data Collection
- Beam Data Collection - ERGO++
- ESI: Schedule Import
- ESI: ePrescriptions
- ESI: Treatment Document Import
- MOSAIQ External Systems Interfaces (ESI) Product Offerings
- ESI Radiation Therapy Requisition Import
- ESI: Document Export Specification Sheet
- ESI: Clinical Quality Measures
- ESI: Consolidated CDA Export
- ESI: Syndromic Surveillance
- ESI: Immunization Export
- ESI: Patient Portal Interface
- MOSAIQ One-Time Data Import (OTDI) Product Offerings
- MRTP Evaluate LSS
- Leksell Gamma Knife - POC - Local Registry
- IViewDose STW Measurements of L1 & L2
- IViewDose Measurement Requirement for L1 Commissioning
- MOSAIQ Oncology Analytics
- MRTP Locate LSS
- XVMC Monte Carlo dose calculations
- Monaco Beam Data Requirements
- Beam Data Collection - Monaco
- Monaco Physics Services: Beam Modeling
- Monaco Electron Beam Data Collection List
- Monaco Photon Beam Data Collection List for Stereotactic Cones
- Monaco Photon Beam Data Collection List for Elekta Beam Modulator MLC
- Monaco Photon Beam Data Collection List for Elekta Add-On dMLC
- MOSAIQ Desktop - Core Practice Management System
- MOSAIQ Desktop - Image Management System
- MOSAIQ Desktop - Support for Digital Photos and Diagrams
- MOSAIQ Desktop - Scheduling
- MOSAIQ Desktop - Connectivity
- MOSAIQ Desktop - MLC option
- MOSAIQ Desktop - IMRT option
- MOSAIQ Connect Enabled
- MOSAIQ NCCN Guidelines
- IQ Scripts
- Survivorship
- MOSAIQ Integrated Faxing
- METRIQ Interactive Database Utility

- METRIQ HL7 interface
- METRIQ Data Extract for Survivorship Care Plan
- DeathMatch
- Beam Data Collection - XiO
- Beam Data Collection List - XiO
- Beam Modeling - XiO
- Beam Data Collection List - XiO Electron Monte Carlo
- XiO BDR Protons Customer Modeling Spots
- Beam Data Requirements for Ocular Proton beams for Modeling and Validation
- BDR Scatter Protons, Modeling
- XiO Electron Pencil Beam Additional Data Requirements
- XiO Electron Monte Carlo Additional Beam Data Requirements
- XiO Additional Beam Data Requirements for Elekta Beam Modulator MLC
- XiO Additional Beam Data Requirements for Varian, Siemens, Standard Elekta and Elekta with Agility Head
- XiO Physics Services - PBS Protons - Beam Data Collection Responsibilities
- XiO Physics Services - PBS Protons - Beam Modeling Deliverables
- XiO Physics Services Beam Modeling Passive Protons
- XiO Physics Services Beam Modeling Deliverables Passive Protons
- XiO Proton Measured Data Excel Instructions
- Retrofitting Options in MOSAIQ and Multi-ACCESS
- MOSAIQ Medical Billing Training Handouts - POST TO WEB (r)
- Monaco eLearning Matrix
- MOSAIQ Data Director Learning Module
- MOSAIQ and Meaningful Use Training Course Workbook MOSAIQ
- MOSAIQ Meaningful Use Clinical Quality Measures Course Workbook
- MOSAIQ Meaningful Use Modified Stage 2 (includes Stage 1 and Stage 2) Training Course Workbook
- MOSAIQ eLearning and Training Video Matrix.pdf
- MOSAIQ Training Modules Matrix
- MOSAIQ Under the Hood
- MOSAIQ Medical Billing Training Agenda
- Atlas Based Autosegmentation (ABAS) Training Outline
- iViewDose Training Outline
- Monaco Physics Training Outline
- Monaco Sim Planning and Tools Training Outline
- Monaco 3D Planning and Tools Training Outline
- Monaco 3D / IMRT / VMAT Planning and Tools Training Outline
- Monaco Stereotactic Planning and Tools Training Outline
- MOSAIQ Reporting Introduction Training Outline
- MOSAIQ Reporting Intermediate Training Outline
- MOSAIQ Reporting Advanced Training Outline
- MOSAIQ External Systems Interface Maintenance Training Outline
- MOSAIQ Medical Billing Implementation Training Outline
- MOSAIQ Evaluate Training Outline

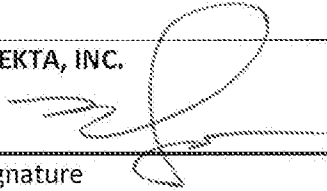
- MOSAIQ Locate Training Outline
- MOSAIQ Medical Oncology Implementation Training Outline
- MOSAIQ Radiation Oncology Implementation Training Outline
- Elekta Quality Assurance of Elekta Medical Accelerators Training Outline
- VMAT Quality Assurance Training Outline
- XiO Proton Training Outline
- Ergo++ Beam Data Collection Worksheets
- MOSAIQ Medical Oncology Database Configuration Workbook
- Medical Oncology Chemotherapy Regimen Configuration Workbook, Part II
- Medical Oncology Database Configuration Workbook
- Monaco Beam Data Collection Worksheets
- Formula One Beam Data Collection Worksheets
- XiO Beam Data Collection Worksheets
- XiO Proton PBS Data Collection Worksheet
- XiO Passive Proton Beam Data Collection Worksheet

(2) Elekta, Inc., a Georgia corporation with its principal place of business at 400 Perimeter Center Terrace, Suite 50, Atlanta, Georgia 30346 ("Assignee"), wishes to acquire the Works.

(3) For good and valuable consideration, Assignor hereby irrevocably grants, transfers, and assigns to Assignee all right, title, and interest in and to the Works, including but not limited to any and all copyrights therein, including any renewals and extensions thereof, the right to sue and recover for past, present, and future infringement, and the right to register the rights in Assignee's name in any all jurisdictions.

(4) Assignee and Assignor agree to execute whatever additional documents each deems necessary or desirable to give effect to the assignments or transfers described herein.

(5) This Assignment may be executed using one or more counterparts which may be exchanged electronically and will constitute a single agreement.

<b>IMPAC MEDICAL SYSTEMS, INC.</b>	<b>ELEKTA, INC.</b>
Signature	Signature 
<b>Garth Andrews</b> President and SVP PMO/TOG	<b>Michael J. Hartman</b> Corporate Secretary and SVP Legal Affairs
Date	Date <u>July 19<sup>th</sup> 2017</u>