## 506316485 10/22/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6363234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ZHICONG YU	01/28/2020
DANIEL GAGNON	01/28/2020

### **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:	16694190

### **CORRESPONDENCE DATA**

**Fax Number:** (216)241-0816

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.

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Email: ipdocket@calfee.com
Correspondent Name: MARK A. WATSON

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Address Line 4: CLEVELAND, OHIO 44114-1604

ATTORNEY DOCKET NUMBER:	38935.04015
NAME OF SUBMITTER:	MARK A. WATSON
SIGNATURE:	/Mark A. Watson/
DATE SIGNED:	10/22/2020

### **Total Attachments: 5**

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PATENT 506316485 REEL: 054138 FRAME: 0355

### **ASSIGNMENT**

This Assignment is made and entered into by and between Zhicong Yu, residing at 198 Burwick Road, Highland Hts., Ohio 44143 and Daniel Gagnon, residing at 2928 Wilson Lane, Twinsburg, Ohio 44087 (collectively hereinafter "INVENTOR(S)"), and Accuray Inc., a Delaware corporation, with its office at 1310 Chesapeake Terrace, Sunnyvale, California 94089 (hereinafter referred to as "ASSIGNEE").

Whereas INVENTOR(S) have invented certain inventions described in a U.S. Patent Application Serial No. 16/694,190, filed November 25, 2019, titled HELICAL CONE-BEAM COMPUTED TOMOGRAPHY IMAGING WITH AN OFF-CENTERED DETECTOR; PCT Patent Application Serial No. PCT/US2019/63071, filed November 25, 2019, titled HELICAL CONE-BEAM COMPUTED TOMOGRAPHY IMAGING WITH AN OFF-CENTERED DETECTOR; and U.S. Provisional Patent Application Serial No. 62/813,335, filed March 4, 2019, titled HELICAL CONE-BEAM COMPUTED TOMOGRAPHY IMAGING WITH AN OFF-CENTERED DETECTOR and have executed the United States patent application therefor;

Whereas, ASSIGNEE desires to acquire the entire right, title and interest in said application and inventions, and to any United States and foreign patents to be obtained therefor; and

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged:

1. INVENTOR(S) hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the inventions set forth in the application for United States Letters Patent executed by the INVENTOR(S), said application for United States Letters Patent, any and all other applications for Letters Patent on said inventions in the United States and in countries foreign to the United States, including all divisional, renewal, extension, reexamination, substitute, continuation, continuation-in-part, reissue, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extension of Letters Patent granted for said

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inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said Letters Patent.

- ASSIGNEE is hereby authorized to file patent applications in any or all countries
  on any or all said inventions in the name of the INVENTOR(S) or in the name of ASSIGNEE or
  otherwise as ASSIGNEE may deem advisable, under the International Convention or otherwise.
- The Commissioner of Patents of the United States of America and the empowered
  officials of all other governments are hereby authorized to issue or transfer all said Letters Patent
  to ASSIGNEE in accordance herewith.
- 4. This Assignment is being made under covenant, not only that full power to make the same is had by the INVENTOR(S), but also that, at the time of execution of this Assignment, such assigned right is not encumbered by any grant, license, governmental restriction, or other right heretofore given.
- 5. The INVENTOR(S) agree that they will do all acts reasonably serving to assure that said inventions, patent applications and Letters Patent shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by the INVENTOR(S) if this Assignment had not been made, and particularly to execute and deliver to ASSIGNEE all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by ASSIGNEE, to furnish ASSIGNEE with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.
- INVENTOR(S) agree that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTOR(S) hereby also agree to submit to the jurisdiction of any Ohio court.
- 7. INVENTOR(S) hereby requests that ASSIGNEE or its counsel enter or correct the date(s) of execution of the afore-referenced Patent Application(s), and enter or correct the

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4833-2419-1662, v.1

Application Serial Numbers if available, prior to recording this assignment, to have the same effect as if entered prior to execution of this Assignment.

- 8. INVENTOR(S) acknowledge and understand that the law firm of Calfee, Halter & Griswold LLP and its attorneys represent ASSIGNEE and INVENTOR(S) acknowledge and understand that they are not the client of Calfee, Halter & Griswold, LLP.
- 9. INVENTOR(S) acknowledge and understand that they have the opportunity to consult with independent legal counsel prior to executing this Assignment.

Signature:

Printed Name: Jesse Chew Title: General Counsel

Accuray Inc.

Signature:	
Zhicong Yu	Jan - 28 - 2020 Date
On this day of,, p known to be the person named in and who exme that he executed the same for the uses and	personally appeared before me, Zhicong Yu to me secuted the above instrument, and acknowledged to I the purposes therein mentioned
Date	Notary Public
Witness I Signature: Muse Chappe  Marc Chappo  Printed Name:	28-5AN-2020 Date
Witness 2 Signature: J.	<u>28-Jan - 2020</u> Dute

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Signature:	
y shipper	JAW 26 , 2070
Daniel Gagnon	Date
known to be the person named in ar	, personally appeared before me, Daniel Gagnon to mend who executed the above instrument, and acknowledged to uses and the purposes therein mentioned
Date	Notary Public
<u>Witness t</u> Signature: <i>May Man t</i>	Quey-
Signature: Mku Chapp Marc Chappo	28 -JAW -2020
Printed Name:	Date
Witness 2 Signature:	
John A Koznicki	18-Jun -2020
Printed Name:	Date

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