

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varian Medical Systems, Inc.		10/02/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Varian Medical Systems Technologies, Inc.
Street Address:	3100 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	427332	AEROMAX
Registration Number:	1893965	
Registration Number:	2090294	ARGUS SOFTWARE
Registration Number:	2649667	CADPLAN
Registration Number:	2213238	CADPLAN
Registration Number:	986043	CLINAC
Registration Number:	836810	CLINAC
Registration Number:	1128570	DIAMOND
Registration Number:	2583292	INTEGRAL
Registration Number:	1590718	I INTERAY
Registration Number:	937072	LINATRON
Registration Number:	2646113	PAXSCAN
Registration Number:	1620984	PERFIX
Registration Number:	1127840	SAPPHIRE
Registration Number:	2724926	SEE & TREAT

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Registration Number:	2696331	SEE & TREAT CANCER CARE
Registration Number:	2721971	SILHOUETTE
Registration Number:	2324737	SOMAVISION
Registration Number:	427333	THERMAX
Registration Number:	1387353	VA
Registration Number:	852669	VA
Registration Number:	582256	VA
Registration Number:	830563	VA
Registration Number:	830587	VA
Registration Number:	830795	VA
Registration Number:	828847	VA
Registration Number:	830597	VA
Registration Number:	830516	VA
Registration Number:	838839	
Registration Number:	838400	VARIAN
Registration Number:	838558	VARIAN
Registration Number:	836706	VARIAN
Registration Number:	838793	VARIAN
Registration Number:	841146	VARIAN
Registration Number:	839838	VARIAN
Registration Number:	828848	VARIAN
Registration Number:	841198	VARIAN
Registration Number:	2485786	VARIAN MEDICAL SYSTEMS
Registration Number:	2022336	VARIS
Registration Number:	2341721	WORLD TUBE
Registration Number:	1591882	XIMATRON
Serial Number:	76352579	ACUITY
Serial Number:	78251094	DYNAMIC TARGETING
Serial Number:	76337151	EXACT
Serial Number:	76395574	INDEXED IMMOBILIZATION
Serial Number:	76352796	NEOVISION
Serial Number:	78313217	ON-BOARD IMAGER
Serial Number:	78313220	ON-BOARD IMAGING
Serial Number:	78315444	ONBOARD IMAGER
Serial Number:	78315448	ONBOARD IMAGING

Serial Number:	76153938	POLARIS
Serial Number:	76152791	SEE & TREAT CANCER CARE
Serial Number:	75712185	SMARTBEAM
Serial Number:	78219942	SMARTBEAM
Serial Number:	78316019	TRILOGY
Serial Number:	75737949	I

CORRESPONDENCE DATA

Fax Number: (650)324-1808

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6503258666

Email: trademarks@tzllp.com

Correspondent Name: Kelly Phair McCarthy

Address Line 1: 200 Page Mill Road

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	VARIAN ASSIGNMENT T230
NAME OF SUBMITTER:	Kelly Phair McCarthy

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 2nd day of October, 2003, by and between **VARIAN MEDICAL SYSTEMS, INC.** ("VMS") a corporation organized and existing under the laws of the state of Delaware, having its address at 3100 Hansen Way, Palo Alto, CA 94306 and **VARIAN MEDICAL SYSTEMS TECHNOLOGIES, INC.** ("VMST") a corporation organized and existing under the laws of the state of Delaware, having its address at 3100 Hansen Way, Palo Alto, CA 94306.

WITNESSETH

WHEREAS, VMS is the owner of certain trademark registrations and applications worldwide; and

WHEREAS, VMST is a wholly owned subsidiary of VMS; and

WHEREAS, VMS wishes to transfer and assign to VMST all right, title, interest and goodwill in and pertaining to the specific trademarks presently owned by VMS.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. **Transfer of Assigned Marks.** VMS, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to VMST all of VMS's existing right, title and interest in and to the trademarks ("Assigned Marks") identified in Exhibit A attached hereto, all of VMS's foreign and common law rights to the Assigned Marks, together with all of the goodwill associated therewith. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that VMS has in the Assigned Marks to VMST.

2. **Transfer of Applications.** To the extent legally permissible, VMS, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to VMST all of VMS's

existing right, title and interest in and to the pending trademark applications ("Assigned Applications") identified in Exhibit A attached hereto, all of VMS's foreign and common law rights to the Assigned Applications, together with all of the goodwill associated therewith. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that VMS has in the Assigned Applications to VMST. In the event that such transfer is not legally permissible until such time as registration has been allowed, VMST agrees that it shall be responsible for all costs of the prosecution of the Assigned Applications in those jurisdictions where VMS is not permitted to transfer the Assigned Applications until such Assigned Applications have matured to registration ("Matured Applications"). Once the Matured Applications have been registered, VMS agrees to and hereby does transfer and assign all right, title, interest and goodwill that VMS has in the Matured Applications to VMST and agrees to execute any documents in any jurisdiction as may be required to accomplish such transfer and assignment. VMS agrees to cooperate with VMST as required to maintain VMST's rights to the Assigned Applications during the prosecution period of such applications.

3. **License.** The parties agree to execute such documents as are appropriate for and incidental to the grant by VMST of a limited license to VMS to use the Assigned Marks.

4. **Trademark Ownership; Prosecution of Infringements; Cooperation.** VMS acknowledges that VMST is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Assigned Marks and the Assigned Applications as each of those marks are currently used on the goods and services described in the marks or applications. Each party shall reasonably cooperate with the other party, at the other party's expense as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Assigned Marks or the Assigned Applications.

5. **Entirety of Agreement.** This Agreement and the documents to be executed pursuant thereto, together constitute the complete statement of all the arrangements among the parties with respect to their subject matter, and may not be amended, altered, modified or otherwise changed in any respect except in a writing signed by all parties. The parties acknowledge that they are acting on behalf

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of, and that this Agreement shall bind and benefit, the parties and their respective successors, assigns, parents, subsidiaries, affiliates and licensees throughout the world.

6. **Governing Law.** This Agreement will be governed by and construed in accordance with the internal substantive law of the State of California, United States of America, without reference to conflicts of law provisions.

7. **Authorization and Ability to Execute.** The undersigned each represent and warrant that they are authorized to sign this Agreement on behalf of the party below whom their signature appears.

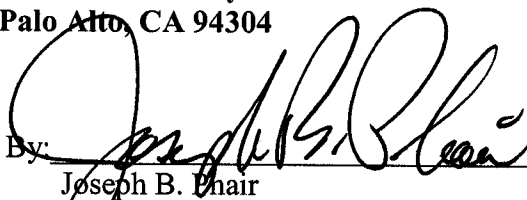
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ASSIGNOR:
VARIAN MEDICAL SYSTEMS, INC.
3100 Hansen Way
Palo Alto, CA 94304

By: 
Keith G. Askoff

Its: Assistant Secretary

ASSIGNEE:
VARIAN MEDICAL SYSTEMS TECHNOLOGIES, INC.
3100 Hansen Way
Palo Alto, CA 94304

By: 
Joseph B. Chair

Its: Secretary

EXHIBIT A

Country - United States

Mark	Registration #	Application #
"ACUITY"		76/352,579
"AEROMAX" (Stylized)	427,332	
"ARGUS SOFTWARE " (DESIGN ONLY)	1,893,965	
"ARGUS SOFTWARE " (WORD MARK)	2,090,294	
"CADPLAN"	2,649,667	
"CADPLAN"	2,213,238	
"CLINAC"	986,043	
"CLINAC" (Stylized)	836,810	
"DIAMOND"	1,128,570	
"DYNAMIC TARGETING"		78/251,094
"EXACT"		76/337,151
"INDEXED IMMOBILIZATION"		76/395,574
"INTEGRAL"	2,583,292	
"INTERAY & Design"	1,590,718	
"LINATRON"	937,072	
"NEOVISION"		76/352,796
"ON-BOARD IMAGER"		78/313,217
"ON-BOARD IMAGING"		78/313,220
"ONBOARD IMAGER"		78/315,444
"ONBOARD IMAGING"		78/315,448
"PAXSCAN"	2,646,113	
"PERFIX"	1,620,984	
"POLARIS"		76/153,938
"SAPPHIRE"	1,127,840	

Signatories' Initials
X 20 [Signature]
Assignor / Assignee

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EXHIBIT A
Country - United States (continued)

"SEE & TREAT"	2,724,926	
"SEE & TREAT CANCER CARE"	2,696,331	
"SEE & TREAT CANCER CARE & Design"		76/152,791
"SILHOUETTE"	2,721,971	
"SMARTBEAM"		75/712,185
"SMARTBEAM"		78/219,942
"SOMAVISION"	2,324,737	
"THERMAX" (Stylized)	427,333	
"TRILOGY"		78/316,019
"VA"	1,387,353	
"VA" Logo	852,669	
"VA" Logo	582,256	
"VA" Logo	830,563	
"VA" Logo	830,587	
"VA" Logo	830,795	
"VA" Logo	828,847	
"VA" Logo	830,597	
"VA" Logo	830,516	
"VA" Logo	839,839	
"VARIAN"	838,400	
"VARIAN"	838,558	
"VARIAN"	836,706	
"VARIAN"	838,793	
"VARIAN"	841,146	
"VARIAN"	839,838	
"VARIAN"	828,848	
"VARIAN"	841,198	
"VARIAN MEDICAL SYSTEMS & Design"	2,485,786	
"VARIS"	2,022,336	
"VMS" (Stylized "i")		75/737,949
"WORLD TUBE"	2,341,721	
"XIMATRON"	1,591,882	

Signatories' Initials <i>KZA</i> / <i>JK</i>
Assignor / Assignee

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