

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
MDSN Deutschland Holdings GmbH		06/26/2002	CORPORATION: GERMANY

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

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1591874	GAMMAMED

CORRESPONDENCE DATA	
Fax Number:	(650)324-1808
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650325866
Email:	kmccarthy@tzllp.com
Correspondent Name:	Kelly Phair McCarthy
Address Line 1:	200 Page Mill Road
Address Line 2:	Tomlinson Zisko LLP
Address Line 4:	Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Kelly Phair McCarthy
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<p>Total Attachments: 6</p> <p>source=Gammamed Assignment 2 Page 1#page1.tif source=Gammamed Assignment 2 Page 2#page1.tif source=Gammamed Assignment 2 Page 3#page1.tif source=Gammamed Assignment 2 Page 4#page1.tif source=Gammamed Assignment 2 Page 5#page1.tif</p>

CH \$40.00 1591874

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is made as of June 26, 2002, by and among Varian Medical Systems, Inc., a Delaware corporation ("Varian"), MDS (Canada) Inc., a Canadian corporation acting through its MDS Nordion division ("Parent" or "MDS Nordion"), MDS Nordion (U.S.) Inc., a Delaware corporation and a wholly-owned subsidiary of MDS (U.S.) Inc., a wholly-owned subsidiary of MDS Inc. ("MDSN US"), MDSN Deutschland Holdings GmbH, a German corporation and a wholly-owned subsidiary of MDS Nordion ("MDSN Deutschland" and, together with MDS Nordion and MDSN US, the "Sellers").

Recitals:

- A. The Seller Parties own and wish to sell substantially all of the brachytherapy business lines of MDS Nordion (collectively, the "Business") to the Purchasers on the terms and subject to the conditions set forth herein below.
- B. Pursuant to the terms hereof and subject to the conditions contained herein, the Purchasers wish to purchase the Business from the Seller Parties (the "Acquisition").

Agreement:

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Sellers and the Purchasers hereby agree as follows:

REDACTED CONFIDENTIAL
Article 1 through Article 3.19

REDACTED CONFIDENTIAL

4-203.20 Intellectual Property.

(a) General. Schedule 3.20(a) hereto sets forth a true and complete list of all Proprietary Rights owned, controlled or used by or on behalf of the Acquired Entity, or any Seller Party in connection with the operation of the Business, and sets forth for each such Proprietary Right: (i) for each trademark, tradename or service mark, whether or not registered, the date first used, the application serial number or registration number, the class of goods covered, the nature of the goods or services, the countries in which the names or mark is used and the expiration date for each country in which a trademark has been registered, (ii) for each invention, whether or not patented, date of conception and reduction to practice, names of inventors, priority date of patent applications (if any) and issue dates of any issued patents; (iii) for any URL or domain name, the registration date, any renewal date and name of registry; (iv) for each copyright for which registration has been sought, whether or not registered, the date of creation and first publication of the work, the number and date of registration for each country in which a copyright application has been registered, (v) for each mask work (if any), whether or not registered, the date of first commercial exploitation and if registered, the registration number and date of registration, (vi) a description of all Trade Secrets that are material to the Business and (vii) all such Proprietary Rights licensed by any Seller Entity from third parties. All such Proprietary Rights are owned by the Acquired Entity or, if owned by Seller Party, are included in

the Other Assets. True and correct copies of all agreements and other documents and written materials relating to such Proprietary Rights (including all pending applications, application related documents and materials and written materials relating to Trade Secrets) have been provided to the Purchasers.

(b) Adequacy. The Proprietary Rights of the Acquired Entity, and of each Seller relating to the Business and included in the Other Assets, are all those necessary for the normal conduct of the Business as presently conducted and, to the knowledge of Sellers, for the design, manufacture and sale of all products currently under development or in production.

(c) Royalties and Licenses. Except as set forth in Schedule 3.20(c) hereto, no Seller Entity has any obligation to compensate any Person for the use of any of its Proprietary Rights (in the case of a Seller Party relating to the Business) nor has any Seller Entity or any of its Subsidiaries granted to any Person any license, option or other rights to use in any manner any of such Proprietary Rights, whether requiring the payment of royalties or not.

(d) Ownership. Each Seller Entity owns or has a valid right to use its Proprietary Rights (in the case of a Seller Party relating to the Business), and such Proprietary Rights will not cease to be valid rights of any Seller Entity by reason of the execution, delivery and performance of this Agreement or the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby.

(e) Absence of Claims. No Seller Entity (A) has received any notice alleging, or otherwise has knowledge of facts that might give rise to, invalidity with respect to any of the Proprietary Rights of the Acquired Entity or of any Seller Party relating to the Business or (B) has received any notice of alleged infringement of any rights of others due to any activity by the Acquired Entity or relating to the Business by any Seller Party. To the knowledge of the Seller Entities, no Seller Entity's use of its Proprietary Rights (in the case of a Seller Party relating to the Business) in its past, current and planned products infringes upon or otherwise violates the valid rights of any third party anywhere in the world. No other Person (i) has notified any Seller Entity that it is claiming any ownership of or right to use any of any Proprietary Rights of the Acquired Entity, or of any Seller Party relating to the Business, or (ii) to the knowledge of any Seller Entity, is infringing upon any such Proprietary Rights in any way.

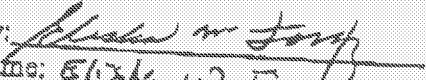
(f) Protection of Proprietary Rights. All of the pending applications for any Proprietary Rights of the Acquired Entity, or of any Seller Party relating to the Business, have been duly filed and all other actions reasonably required to protect such Proprietary Rights have been taken. Each Seller Entity has taken reasonable steps necessary or appropriate (including, entering into appropriate confidentiality and nondisclosure agreements with officers, directors, subcontractors, Employees, licensees and customers in connection with the Business) to safeguard and maintain the secrecy and confidentiality of, and the proprietary rights in, the Proprietary Rights that are material to the Business. No Seller Entity has any knowledge of any breach of any such confidentiality or nondisclosure agreement by any party thereto.

REDACTED CONFIDENTIAL

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement effective as of the date first written above.


PURCHASERS:

VARIAN MEDICAL SYSTEMS, INC.


By: 
Name: Elizabeth W. Finley
Title: Chief Financial Officer

SELLERS:


**MDS NORDION, A DIVISION
OF MDS (CANADA) INC.**

By: 
Name: David L. Nicholds
Title: Vice President, General Counsel

**MDSN DEUTSCHLAND HOLDINGS
GMBH**

By: 
Name: David L. Nicholds
Title: Managing Director

MDS NORDION (U.S.) INC.

By: 
Name: David L. Nicholds
Title: President

Schedule 3.20(a)
Intellectual Property

REDACTED CONFIDENTIAL

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Trademarks:

TITLE	TRADEMARK NUMBER	COUNTRY	APPLICATION DATE	EXPIRY DATE
REGISTERED Belamed		Germany	25/3 1988 Withdrawn (per attorney's letter of Oct.23, 2002)	24/3 2008
GammaMed	828 544	Germany	22/7 1965	21/7 2005
GammaMed	1591874	USA	17/4 1990	16/11 2010

REDACTED CONFIDENTIAL

#52693

TRADEMARK

REEL: 002807 FRAME: 0131

RECORDED: 03/09/2004