

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
ZMED, Incorporated		10/10/2003	CORPORATION: CALIFORNIA

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: 3		
Property Type	Number	Word Mark
Registration Number:	2622199	SONARRAY
Registration Number:	2517702	ZMED
Serial Number:	76238407	ZEROPOINT

CORRESPONDENCE DATA	
Fax Number:	(650)324-1808
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6503258666
Email:	trademarks@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 94304

ATTORNEY DOCKET NUMBER:	ZMED
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NAME OF SUBMITTER:	Kelly Phair McCarthy
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Total Attachments: 7
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STOCK PURCHASE AGREEMENT

dated as of

OCTOBER 10, 2003

BY AND AMONG

VARIAN MEDICAL SYSTEMS, INC.,

ZMED, INC.

AND

SHAREHOLDERS AND OTHER EQUITY HOLDERS OF

ZMED, INC.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 10th day of October, 2003, by and among Varian Medical Systems, Inc., a Delaware corporation (the "Purchaser"), Zmed, Inc., a California corporation (the "Company"), and the shareholders of the Company (each individually, a "Shareholder" and collectively, the "Shareholders"), and the holders of certain options and warrants (collectively, the "Options") to purchase shares of the Company's common stock (each individually, an "Option Holder" and collectively, the "Option Holders") who are parties hereto and listed on Exhibit A. The Shareholders and the Option Holders are sometimes referred to collectively in this Agreement as the "Sellers."

RECITALS

The Company is in the business of manufacturing and distributing certain radiation therapy, imaging and positioning equipment directly to the U.S. market and through distributors internationally. The Shareholders are owners of the Company's outstanding common stock. The Purchaser wishes to purchase from the Shareholders, and the Shareholders wish to sell to the Purchaser, these shares of common stock of the Company for the consideration and on the terms and conditions set forth in this Agreement. Simultaneously therewith the Option Holders wish to surrender and cancel their options and warrants for the consideration and on the terms and conditions set forth in this Agreement (the purchase of the Shares (as defined in Section 1.1) and the surrender and cancellation of the Options is herein collectively referred to as the "Purchase").

AGREEMENT

In consideration of the mutual promises, agreements, warranties and provisions contained in this Agreement, the parties agree as follows:

SECTION 1

PURCHASE AND SALE OF STOCK

1.1. Subject to the terms and conditions of this Agreement, the Purchaser shall purchase from the Shareholders and the Option Holders the Shares and the Options set forth in Exhibit A.

REDACTED CONFIDENTIAL

Section 1.1 through 3.12

Page 1 through 13

(b) Section 3.13(b) of the Disclosure Letter lists a complete list of all equipment (the "Equipment") that the Company owns, or is licensed or otherwise possesses, consistent with its present and proposed business operations.

3.13 Intellectual Property.

(a) The Company owns, or is licensed or otherwise possesses legally enforceable rights to use all patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, copyrights, and any applications for any of the foregoing, mask works, mask work rights, schematics, industrial models, inventions, technology, know-how, trade secrets, inventory, ideas, algorithms (including specifically, but not limited to, the "grassfire algorithm"), processes, computer software programs or applications (in both source code and object code form), and tangible or intangible proprietary information or material that are used or proposed to be used in the business of the Company ("Intellectual Property"), as currently conducted or as proposed to be conducted by the Company.

(b) Section 3.13(b) of the Disclosure Letter lists (i) all patents and patent applications and all registered and unregistered trademarks, trade names and service marks, registered and unregistered copyrights, and mask work rights, included in the Intellectual Property, including the jurisdictions in which each such Intellectual Property right has been issued or registered or in which any application for such issuance and registration has been filed, (ii) all licenses, sublicenses and other agreements to which the Company is a party and pursuant to which any person is authorized to use any Intellectual Property, and (iii) all licenses, sublicenses and other agreements as to which the Company is a party and pursuant to which the Company is authorized to use any third party intellectual property, including patents, trademarks, trade secrets, know-how or copyrights, including software ("Third Party Intellectual Property Rights") which are incorporated in, are, or form a part of any products of the Company. The Company is not in violation of any license, sublicense or agreement described in Section 3.13(b) of the Disclosure Letter (or other license, sublicense or agreement relating to the Intellectual Property or Third Party Intellectual Property Rights), which violation has had or could reasonably be expected to have a Material Adverse Effect on the Company. The execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby, will not cause the Company to be in violation or default under any such license, sublicense or agreement, nor entitle any other party to any such license, sublicense or agreement to terminate or modify such license, sublicense or agreement. Except as set forth in Section 3.13(b) of the Disclosure Letter, the Company is the sole and exclusive owner or licensee of, with all right, title and interest in and to (free and clear of any liens), all Intellectual Property, and has sole and exclusive rights (and is not contractually obligated to pay any compensation to any third party in respect thereof) to the use thereof or the material covered thereby in connection with the services or products in respect of which Intellectual Property is being used, or is currently contemplated being used. There is no Intellectual Property that is used in the Company's business and is material to the Company's business, operations or prospects that is not set forth in Section 3.13(b) of the Disclosure Letter. Each license granting rights to any third party with respect to the Company's Intellectual Property that the Company has a right to license, and each license

granting rights to the Company with respect to any third party's Intellectual Property have been reduced to writing, true and correct copies of which have been provided to the Purchaser.

(c) To the Company's and the Seller's knowledge, there is no material unauthorized use, disclosure, infringement or misappropriation of any Intellectual Property rights of the Company, any trade secret material to the Company or any Intellectual Property right of any third party to the extent licensed by or through the Company, by any third party, including any employee or former employee of the Company. The Company has not entered into any agreement to indemnify any other person against any charge of infringement of any intellectual property, of any kind, other than indemnification provisions contained in purchase orders, and contracts for sale, license or other disposition of products arising in the ordinary course of business.

(d) All patents, registered trademarks, service marks and copyrights held by the Company are valid and existing. Except as described in Section 3.13(d) of the Disclosure Letter, the Company has not been sued in any suit, action or proceeding which involves a claim of infringement of any patents, trademarks, service marks, copyrights or violation of any trade secret or other proprietary right of any third party and, to the Company's or the Seller's knowledge, no such suit, action or proceeding has been threatened. Neither the conduct of the business of the Company as currently conducted or contemplated nor the manufacture, sale, licensing or use of any of the products of the Company as now manufactured, sold or licensed or used, nor the use in any way of the Intellectual Property in the manufacture, use, sale or licensing by the Company of any products currently proposed, infringes on or will infringe or conflict with, in any way, any license, trademark, trade name, patent, industrial model, invention, service mark, trade secret, copyright or any other proprietary right of any third party. All registered trademarks, service marks and copyrights held by the Company are valid and subsisting. To the Company's and the Seller's knowledge, no third party is challenging the ownership by or license rights in the Company, or validity or effectiveness of, any of the Intellectual Property and to the Company's and the Seller's knowledge, there is no basis for such challenge. Except as set forth in Section 3.13(d) of the Disclosure Letter, the Company has not brought any action, suit or proceeding for infringement of Intellectual Property or breach of any license or agreement involving Intellectual Property against any third party. There are no pending, or to the best of the Company's and the Seller's knowledge, threatened interference, re-examinations, oppositions or nullities involving any patents, patent rights or applications therefor of the Company, except such as may have been commenced by the Company.

(e) The Company has secured valid written assignments from all consultants and employees who contributed to the creation or development of Intellectual Property of the rights to such contributions that the Company does not already own by operation of law.

(f) The Company has taken all reasonable and appropriate steps to protect and preserve the confidentiality of all Intellectual Property that is intended to remain confidential and that is not otherwise protected by patents, patent applications or copyright ("Confidential Information"). The Company has a policy requiring each of its employees, contractors and agents to execute proprietary information and confidentiality agreements substantially in the Company's standard forms that were provided to the Purchaser and all current and former

The parties have duly executed this Stock Purchase Agreement as of the date first above written.

THE PURCHASER:

THE COMPANY:

VARIAN MEDICAL SYSTEMS, INC.

ZMED, INC.

By: *[Signature]*
Title: President and Chief Executive Officer

By: _____
Title: _____

THE SELLERS:

Yoel Bakas

Suresh Balakrishnama

Gary Bartlett

Harold Bemis

Berkshire Investment Management Ltd.

By: _____

Title: _____

Lionel G. Bouchet

TRADEMARK

REEL: 002853 FRAME: 0387

The parties have duly executed this Stock Purchase Agreement as of the date first above written.

THE PURCHASER:

THE COMPANY:

VARIAN MEDICAL SYSTEMS, INC.

ZMED, INC.

By: _____

By: Man Burton

Title: _____

Title: President & CEO

THE SELLERS:

Yoel Bakas

Suresh Balakrishnama

Gary Bartlett

Harold Bemis

Berkshire Investment Management Ltd.

By: _____

Title: _____