

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Surgical Navigations Technologies, Inc.		05/14/2004	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: 2		
Property Type	Number	Word Mark
Registration Number:	2286060	RADIOCAMERAS
Registration Number:	2286061	IMMERGE

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:	VAR04-6499 ZMED
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NAME OF SUBMITTER:	Kelly Phair McCarthy
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Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 14th day of May, 2004, by and between **SURGICAL NAVIGATION TECHNOLOGIES, INC.** ("**SNT**") a corporation organized and existing under the laws of the state of Delaware, having its address at 1800 Pyramid Place, Memphis, TN 38132 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 94304.

WITNESSETH

WHEREAS, SNT is the owner of certain U.S. trademark registrations; and
WHEREAS, SNT is a wholly owned subsidiary of Medtronic, Inc.; and
WHEREAS, VMST is a wholly owned subsidiary of Varian Medical Systems, Inc.; and
WHEREAS, SNT wishes to transfer and assign to VMST all right, title, interest and goodwill in and pertaining to the specific trademarks presently owned by SNT.

A G R E E M E N T

NOW THEREFORE, the parties hereto agree as follows:

1. **Transfer of Assigned Marks.** SNT, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to VMST all of SNT's existing right, title and interest in and to the trademarks ("Assigned Marks") identified in **Exhibit A** attached hereto, all of SNT'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 SNT has in the Assigned Marks to VMST.
2. **Trademark Ownership; Prosecution of Infringements; Cooperation.** SNT 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 as each of those marks are currently used on the goods and services described in the marks or applications. SNT shall reasonably cooperate with VMST, at VMST'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.

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

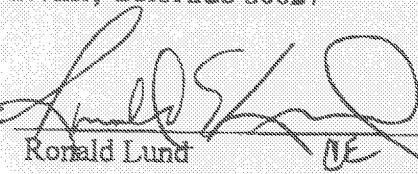
4. Governing Law. This Agreement will be governed by and construed in accordance with the internal substantive law of the State of California, United States of America, without reference to conflicts of law provisions.

5. 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:
SURGICAL NAVIGATION
TECHNOLOGIES, INC.
826 Coal Creek Circle
Louisville, Colorado 80027

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

By: 
Ronald Lund

By: 
Keith G. Askoff

Its: Vice President and Secretary

Its: Assistant Secretary

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