

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
Varian Medical Systems, Inc.		05/18/2004	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: 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 94306

ATTORNEY DOCKET NUMBER:	ZMED
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NAME OF SUBMITTER:	Kelly Phair McCarthy
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Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), entered into this 18th day of May, 2004, 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 94304 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.

W I T N E S S E T H

WHEREAS, VMS is the owner of certain U.S. trademark registrations and applications;
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.

A G R E E M E N T

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

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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.

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 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

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

By: 
Keith G. Askoff

By: 
Joseph B. Blair

Its: Assistant Secretary

Its: Secretary

EXHIBIT A

ASSIGNED MARKS AND ASSIGNED APPLICATIONS

Mark	Registration #	Serial #
SONARRAY™	2622199	
ZMED	2517702	
ZEROPOINT		76/238407

Signatories' Initials

K. J. J.

Assignor / Assignee

VMS-VMST ZMED Assignment Agreement (KPM1226)1.1