

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
OPTX CORPORATION		03/25/2004	CORPORATION: DELAWARE

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: 8

Property Type	Number	Word Mark
Registration Number:	2799045	HEALTHIER PRACTICES. BETTER CARE.
Serial Number:	76348135	BETTERCANCERCARE.COM
Serial Number:	76336334	POWERED BY OPTX
Serial Number:	76336331	MY CANCER DIARY
Serial Number:	76069751	OPTX
Registration Number:	2217503	OPTX
Registration Number:	2635654	OPTXPLANNER
Registration Number:	2635656	OPTXMANAGER

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: Tomlinson Zisko LLP

CH \$215.00 2799045

Address Line 2: 200 Page Mill Road
Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Kelly Phair McCarthy
Signature:	/Kelly Phair McCarthy/
Date:	01/14/2005

Total Attachments: 7

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Exhibit A-2Trademark Assignment Agreement

WHEREAS, OpTx Corporation, having its principal place of business at 304 Inverness Way South, Suite 365, Englewood, CO 80112 ("Assignor") is the owner of the trademark properties listed on Schedule A (the "Marks");

WHEREAS, Varian Medical Systems, Inc., with a principal place of business at 3100 Hansen Way, Palo Alto, CA 94304-1038 ("Assignee") has acquired all of Assignor's right, title and interest in and to the Marks for the good and valuable consideration set forth in that Asset Purchase and Sale Agreement dated March 3, 2004 (the "Asset Purchase Agreement");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all its right, title, and interest in and to said Marks and said registrations therefor in the United States and throughout the world, if any, together with all common law rights and goodwill related thereto and the right to take action in respect of any infringement or passing off of the Marks that took place prior to the date of the Asset Purchase Agreement.

1. Assignor hereby covenants and agrees to cooperate with Assignee, at Assignee's reasonable request, to enable Assignee to obtain, sustain, enforce and enjoy to the fullest extent all rights, title and interest herein conveyed in any country. Such cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent reasonably necessary (a) for perfecting in Assignee the rights, title and interest herein conveyed; and (b) for legal proceedings involving the Marks for infringement actions and court actions; provided, however, that all expenses incurred in connection with such filings and proceedings shall be paid for by Assignee. In the event that Assignee is unable for any reason to secure Assignor's signature to any document required to apply for or execute any trademark or service mark applications or otherwise memorializing the assignments hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and in their behalf, and instead of Assignor, to execute and file any such applications and to do all other lawfully permitted acts to further the perfection, prosecution and issuance of trademarks or service marks or other rights therein with the same legal force and effect as if executed by Assignor. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

2. The terms, conditions and other provisions of this Trademark Assignment Agreement and any documents or instruments delivered in connection with it shall be governed and construed according to the internal laws of the State of Delaware (other than the choice of law rules thereof) except as to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Trademark Assignment Agreement, and as to those matters, the jurisdiction under which such entity derives its powers shall govern.

3. Signatures on this Trademark Assignment Agreement delivered by fax or telecopier shall be considered original signatures for purposes of effectiveness of this Trademark Assignment Agreement.

4. The terms and covenants of this Trademark Assignment Agreement shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement at Durham, NC this 25 day of March, 2004.

ASSIGNOR

ASSIGNEE

By: [Signature]

By: _____

Name: Eric J. Summit

Name: _____

Title: Chief Executive Officer

Title: _____

ASSIGNOR: Astra Corporation

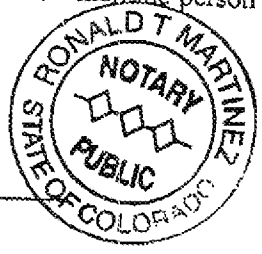
Today's Date: 3/22/04

By: [Signature]
Title: Chief Executive Officer

STATE OF Colorado)
) ss.
COUNTY OF Greenwood)

On MARCH 25, 2004 before me, Ron Martinec, Notary Public, personally appeared Eric Schmitt, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public [Signature]

4. The terms and covenants of this Trademark Assignment Agreement shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement at Santa Clara, CA, this 25th day of March, 2004.

ASSIGNOR

By: _____

Name: _____

Title: _____

ASSIGNEE

By: [Signature]

Name: J.A. Therson

Title: Vice President

ASSIGNEE: VARIAN MEDICAL SYSTEMS

By: J. A. THORSON

Title: VICE PRESIDENT

STATE OF CALIFORNIA)

COUNTY OF SANTA CLARA)

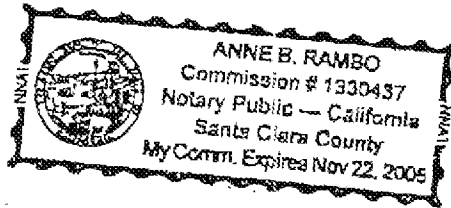
) ss.

On MARCH 25, 2004 before me, ANNE B. RAMBO, Notary Public, personally appeared J. A. THORSON II, personally known or ~~proved to me on the basis of~~ satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

Anne B. Rambo
ANNE B. RAMBO



Schedule A

Assigned Trademarks

Gray Cary/PA110341382.S
2100162-900500

Note that all Intellectual Property listed below is the property of OpTx Corporation. The references to "Canadian", "U.S." and "European" refer to the countries in which the registrations are held.

CANADIAN TRADE-MARKS

1. POWERED BY OPTX
2. MY CANCER DIARY
3. CANCER JOURNEY
4. YOUR PRESCRIPTION FOR INFORMATION
5. BETTERCANCERCARE.COM & DESIGN
6. HEALTHIER PRACTICES. BETTER CARE.
7. OPTX & DESIGN
8. OPTXPLANNER
9. OPTXMANAGER
10. CAREPRINTX DESIGN
11. OPTX
12. TxPLANNER
13. TxMANAGER

U.S. TRADE-MARKS

1. HEALTHIER PRACTICES. BETTER CARE. (*computer software*)
2. BETTERCANCERCARE.COM
3. POWERED BY OPTX
4. YOUR PRESCRIPTION FOR INFORMATION
5. CANCER JOURNEY
6. MY CANCER DIARY
7. HEALTHIER PRACTICES. BETTER CARE. (*consulting services*)
8. OPTX DESIGN
9. OPTXMANAGER
10. OPTXPLANNER
11. OPTX

EUROPEAN TRADEMARKS

1. OPTX