

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399703

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gamma Basics LLC | | 11/27/2013 | Limited Liability Company: PENNSYLVANIA |
| 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: | 4018613 | GRAYCAD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 4153921960 | | |
| Email: | trademarkgroup@sideman.com | | |
| Correspondent Name: | Kelly McCarthy | | |
| Address Line 1: | 1 Embarcadero Center, 22nd Floor | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| ATTORNEY DOCKET NUMBER: | 5344-4 | | |
| NAME OF SUBMITTER: | Ryan Fox | | |
| SIGNATURE: | /Ryan Fox/ | | |
| DATE SIGNED: | 09/26/2016 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is entered into as of November 29, 2013 by and between Gamma Basics LLC, a Pennsylvania limited liability company ("GB"), Gamma Basics Holdings, Inc., a Pennsylvania corporation ("GBH") (GB and GBH are sometimes referred to collectively as the "Assignors" and each individually as a "Assignor") and Varian Medical Systems, Inc., a Delaware corporation ("Assignee") pursuant to an Asset Purchase Agreement by and among GB, GBH and Assignee, (the "Purchase Agreement") dated November 27, 2013.

WHEREAS, under the terms of the Purchase Agreement, Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors as specified in this IP Assignment, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW, THEREFORE, in consideration of the representations, warranties and covenants exchanged in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee do hereby agree and covenant as follows:

1. Assignment. Each Assignor hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of each Assignor's right, title and interest in and to the following (the "Assigned IP"):
 - (a). the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof (the "Patents");
 - (b). the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");
 - (c). the copyright registrations, applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");
 - (d). any and all trade secrets related to the Purchased Assets, including all relevant documentation, processes, formula, know-how and related tangibles or intangibles (the "Trade Secrets")
 - (e). all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (f). any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (g). any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to

record and register this IP Assignment upon request by Assignee. Each Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

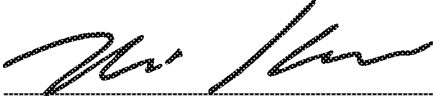
3. Amendments. This IP Assignment may not be modified, altered, amended, changed, waived or terminated, except pursuant to a writing signed by each party hereto.

4. General. This IP Assignment (a) is irrevocable and effective upon the Assignors' signatures to and delivery of a manually signed copy of this Agreement or facsimile or email transmission of the signature to this Agreement in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts as provided in Section 9.12 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement will control.

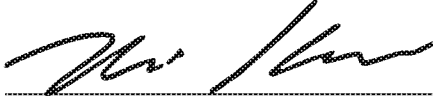
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IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Assignment Agreement as of the date first set forth above.

Gamma Basics LLC, a Pennsylvania limited liability company

By: 
Name: Michael Kijewski
Title: CEO

Gamma Basics Holdings, Inc., a Pennsylvania corporation

By: 
Name: Michael Kijewski
Title: CEO

Varian Medical Systems, Inc., a Delaware Corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Assignment Agreement as of the date first set forth above.

Gamma Basics LLC, a Pennsylvania limited liability company

Gamma Basics Holdings, Inc., a Pennsylvania corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Varian Medical Systems, Inc., a Delaware Corporation

By: *Kolleen T. Kennedy*
Name: *Kolleen T. Kennedy*
Title: *President, VOS*

[Signature Page to IP Assignment]

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

"GrayCAD" (US serial number 85197894), issued on August 30, 2011