

7/30/99

FORM PTO-1595

RE

08-09-1999

EET

U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office



101111937

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stuart D. Edwards, James Baker, Bruno Strul, Ronald G. Lax

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: October 3, 1994

2. Name and address of receiving party(ies):

Name: Rita Medical Systems, Inc.

Street Address: 967 N. Shoreline Blvd

City: Mountain View, CA 94043

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): Filed herewith 09/364203

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul Davis  
 Internal Address: FH 1-2  
 Wilson Sonsini Goodrich & Rosati  
 650 Page Mill Road  
 Palo Alto, CA 94304-1050

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) ..... \$40.00  
☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 23-2415  
 (Attorney Docket No.: 13724-820)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul Davis, Reg. No. 29,294  
 Name of Person Signing

Signature

July 30, 1999  
 Date

Total number of pages including cover sheet, attachments and document: [6]

08/05/1999 SCARNICH 00000004 232415 09364203  
 02 FC:581 40.00 CH

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned.

(1) Stuart D. Edwards

(2) James Baker

(3) Bruno Strul

(4) Ronald G. Lax

(hereinafter termed "Inventors"), residents of

(1) 1681 Austin Avenue

(2) 4292-P Wilkie Way

(3) 918 Bautista Court

(4) 10724 Glenbrook Estates Court

respectively, Cities of

(1) Los Altos

(2) Palo Alto

(3) Palo Alto

(4) Grass Valley

respectively, Counties of

(1) Santa Clara County

(2) Santa Clara County

(3) Santa Clara County

(4) Nevada County

respectively, States of

(1) California

(2) California

(3) California

(4) California

respectively, have invented certain new and useful improvements in:

**RF TREATMENT APPARATUS**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

  X   On the

(1) \_\_\_\_ day of \_\_\_\_\_, 1994;

(2) \_\_\_\_ day of \_\_\_\_\_, 1994;

(3) \_\_\_\_ day of \_\_\_\_\_, 1994;

(4) \_\_\_\_ day of \_\_\_\_\_, 1994.

respectively;

Or

  X   Said application having Application Number 08 / 295, 166 and filed on the 24th day of August, 1994.

WHEREAS ZoMed International, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 967 Shoreline Blvd., Mountain View, CA 94043 wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents" applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

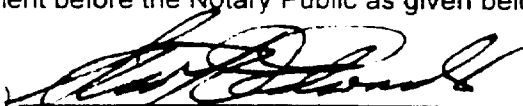
1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

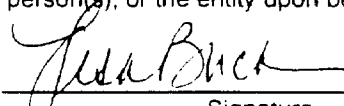
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

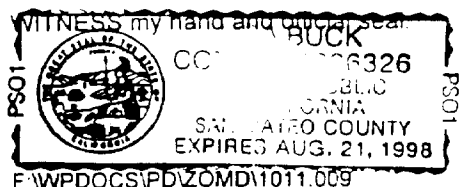
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1)   
Stuart D. Edwards

(1) State of California  
County of Santa Clara

On 10/13 before me, Lisa Buck, personally appeared Stuart D. Edwards, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

  
Signature



F:\WPDOCS\PD\ZOMD\1011.009

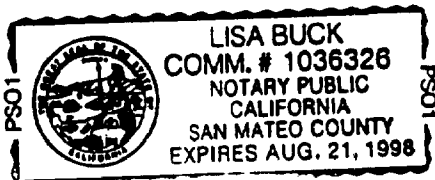
(2) James Baker  
James Baker

(2) State of California  
County of San Clara

On 10/3 before me, Lisa Buck, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Buck  
Signature



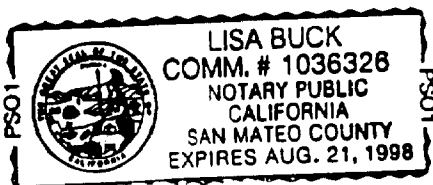
(3) Bruno Strul  
Bruno Strul

(3) State of California  
County of San Clara

On 10/3 before me, Lisa Buck, personally appeared Bruno Strul, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Buck  
Signature



(4) Ronald G. Lax  
Ronald G. Lax

(4) State of California  
County of San Clara

On 10/3 before me, Lisa Buck, personally appeared Ronald G. Lax, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Buck  
Signature



JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) Stuart D. Edwards

(3) Bruno Strul

(hereinafter termed "Inventors"), residents of

(1) 1681 Austin Avenue

(3) 918 Bautista Court

respectively, Cities of

(1) Los Altos

(3) Palo Alto

respectively, Counties of

(1) Santa Clara County

(3) Santa Clara County

respectively, States of

(1) California

(3) California

(2) James Baker

(4) Ronald G. Lax

(2) 4292-P Wilkie Way

(4) 10724 Glenbrook Estates Court

(2) Palo Alto

(4) Grass Valley

(2) Santa Clara County

(4) Nevada County

(2) California

(4) California

respectively, have invented certain new and useful improvements in:

**RF TREATMENT APPARATUS**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the

(1) \_\_\_\_ day of \_\_\_\_\_, 1994;

(2) \_\_\_\_ day of \_\_\_\_\_, 1994;

(3) \_\_\_\_ day of \_\_\_\_\_, 1994;

(4) \_\_\_\_ day of \_\_\_\_\_, 1994.

respectively;

Or

X Said application having Application Number 08 / 295, 166 and filed on the 24th day of August, 1994.

WHEREAS ZoMed International, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 967 Shoreline Blvd., Mountain View, CA 94043 wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents" applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

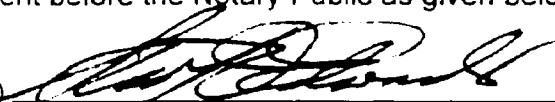
1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

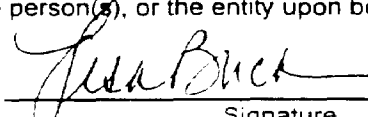
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

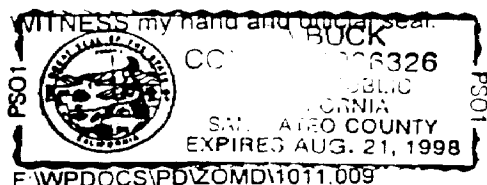
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1)   
Stuart D. Edwards

(1) State of California  
County of Santa Clara

On 10.13 before me, Lisa Buck, personally appeared Stuart D. Edwards, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

  
Signature



(2) James Baker  
James Baker

(2) State of California  
County of San Mateo

On 10/3 before me, Lisa Buck, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



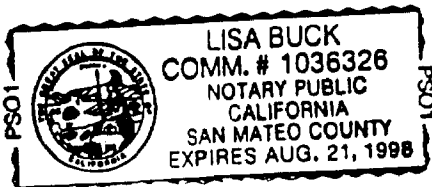
Lisa Buck  
Signature

(3) Bruno Strul  
Bruno Strul

(3) State of California  
County of San Mateo

On 10/3 before me, Lisa Buck, personally appeared Bruno Strul, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



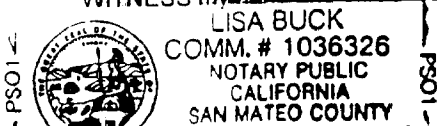
Lisa Buck  
Signature

(4) Ronald G. Lax  
Ronald G. Lax

(4) State of California  
County of San Mateo

On 10/3 before me, Lisa Buck, personally appeared Ronald G. Lax, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Lisa Buck  
Signature