

03-23-2000



FORM PTO-1595

1-31-92

101298222

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

2.11.00

1. Name of conveying party(ies): Stuart D. Edwards, James Baker, Bruno Strul, Ronald G. Lax Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): <b>Name: Rita Medical Systems, Inc.</b> <b>Street Address: 967 N. Shoreline Blvd.</b> <b>City: Mountain View, CA 94043</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>October 3, 1994</u>	

JCS42 U. S. PTO  
 09/502430  
 02/11/00

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): <b>Filed herewith</b>	B. Patent No.(s):
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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  <b>Name: Paul Davis</b> <b>Internal Address: FH 1-2</b> <b>Wilson Sonsini Goodrich &amp; Rosati</b> <b>650 Page Mill Road</b> <b>Palo Alto, CA 94304-1050</b>	6. Total number of applications and patents involved: [1]
	7. Total fee (37 CFR 3.41) ..... \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account
	8. Deposit account number: <u>23-2415</u> (Attorney Docket No.: 13724-829)

**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.*

<u>Joel Harris, Reg. No. 44,743</u>	 Signature	<u>February 11, 2000</u> Date
Name of Person Signing		

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

03/22/2000 DNGUYEN 00000226 232415 09502430  
 01 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.

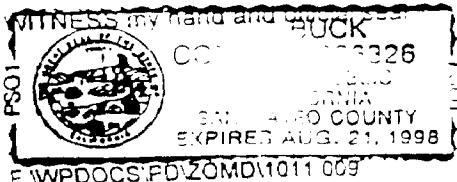
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1) [Signature]  
Stuart D. Edwards

(1) State of California  
County of Santa Clara

On 10/13 before me, Lisa Bucci, 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]  
Signature



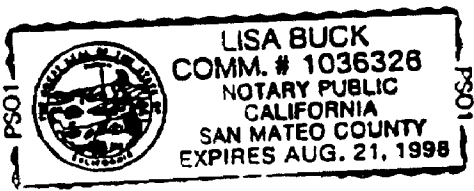
(2) James Baker  
James Baker

(2) State of California  
County of Santa Clara

On 10/13 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



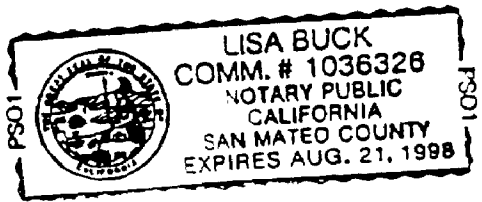
(3) Bruno Strul  
Bruno Strul

(3) State of California  
County of Santa Clara

On 10/13 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 Santa Clara

On 10/13 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



# State of California

A482154

SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this

OCT 4 1996



*Bill Jones*

Secretary of State

PATENT  
REEL: 010621 FRAME: 0725

A482154

RECORDED  
FILED  
The Office of the Secretary  
State of California

OCT 2 1996

*Bill Jones*  
BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
ZOMED INTERNATIONAL, INC.

The undersigned, Patrick J. Burns and Mark B. Weeks, hereby certify that:

1. They are the Acting President and Secretary, respectively, of ZoMed International, Inc., a California corporation (the "Corporation").

2. Article I shall be amended to read in its entirety as follows:

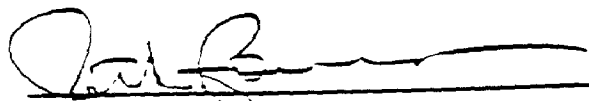
"The name of this corporation is RITA Medical Systems, Inc." =

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation is 6,837,336 shares of Common Stock, 9,952,694 shares of Series A Preferred Stock and 18,929,392 shares of Series B Preferred Stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of the Common Stock, Series A Preferred Stock and Series B Preferred Stock, voting together as a single class.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at Mountain View, California on October 1, 1996.



Patrick J. Burns



Mark B. Weeks

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:

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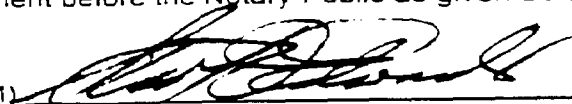
1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental 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.

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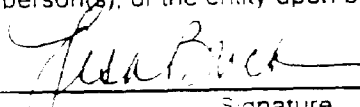
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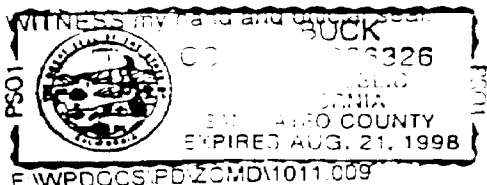
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1)   
Stuart D. Edwards

(1) State of California  
County of Santa Clara

On 013 before me, Lisa Bucc, 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





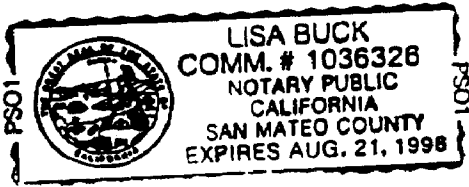
(2) James Baker  
James Baker

(2) State of California  
County of Santa Clara

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WITNESS my hand and official seal.

Lisa Buck  
Signature



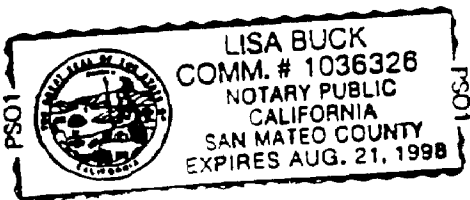
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Lisa Buck  
Signature



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Ronald G. Lax

(4) State of California  
County of Santa Clara

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WITNESS my hand and official seal.

Lisa Buck  
Signature



# State of California

A482154

SECRETARY OF STATE

## CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this

OCT 4 1996



*Bill Jones*

Secretary of State

A482154

FILED

The office of the Secretary  
State of California

OCT 2 1996

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
ZOMED INTERNATIONAL, INC.

*Bill Jones*  
THE CLERK, Secretary of State

The undersigned, Patrick J. Burns and Mark B. Weeks, hereby certify that:

1. They are the Acting President and Secretary, respectively, of ZoMed International Inc., a California corporation (the "Corporation").

2. Article I shall be amended to read in its entirety as follows:

"The name of this corporation is RITA Medical Systems, Inc."

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation is 6,837,336 shares of Common Stock, 9,952,694 shares of Series A Preferred Stock and 18,929,392 shares of Series B Preferred Stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of the Common Stock, Series A Preferred Stock and Series B Preferred Stock, voting together as a single class.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at Mountain View, California on October 1, 1996.

*Patrick J. Burns*  
\_\_\_\_\_  
Patrick J. Burns

*Mark B. Weeks*  
\_\_\_\_\_  
Mark B. Weeks