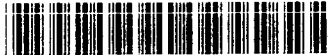


10-28-2002

HEET

Attorney Docket No. 37167-8040.US00



To the Honorable

102262107

: Please record the attached  
original document or copy thereof

1. Name of conveying party(ies):  
**Theodore C. Johnson**  
**Daniel J. Balbierz** 10-22-02  
**Robert M. Pearson**

Add'l names of conveying parties  
attached?  
☐ Yes ☒ No

2. Name/address of receiving party:  
**Rita Medical Systems, Inc.**  
**967 North Shoreline Blvd.**  
**Mountain View, California 94043**

Add'l names of receiving parties  
attached? ☐ Yes ☒ No

3. Nature of conveyance: ☒ Assignment  
☐ Merger ☐ Security Agreement ☐ Other  
☐ Change of Name ☐ Reassignment

4. Date of execution: 9/13/02, 9/9/02  
and 9/6/02, respectively

5. Application number(s) and/or patent number(s):

If this document is being filed with a new application, the date of signature  
by the first named inventor was: \_\_\_\_\_.

A. Patent Application No.(s)  
**09/916,214 filed 25 July 2001**

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

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

**Perkins Coie LLP**  
**P.O. Box 2168**  
**Menlo Park, CA 94026**  
**(650) 838-4300**

7. Total No. of applications and  
patents involved:  
one (1)

8. Total fee (37 CFR \$3.41): \$40.00  
☒ Enclosed is a check in the  
amount of \$40.00 covering the fee  
due.

9. Total number of pages, including  
cover sheet, attachments and  
document: 5

DO NOT USE THIS SPACE

10. 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.*

**Jacqueline F. Mahoney**  
Name of Person Signing

*Jacqueline F. Mahoney*  
Signature

October 17, 2002  
Date

10/25/2002 6TOM11 00000204 09916214

01 FC:8021

40.00 DP

**PATENT**  
**REEL: 013412 FRAME: 0704**

**Assignment**

THIS ASSIGNMENT, by Theodore C. Johnson, Daniel J. Balbierz, and Robert M. Pearson, (hereinafter referred to as the Assignors), residing at San Francisco, California; Redwood City, California; and San Jose, California, respectively, witnesseth:

WHEREAS, the said Assignors have invented certain new and useful inventions set forth in an application for Letters Patent of the United States entitled **APPARATUS FOR DETECTING AND TREATING TUMORS USING LOCALIZED IMPEDANCE MEASUREMENT**, bearing Serial No. **09/916,214** and filed on **July 25, 2001**;

WHEREAS, **RITA Medical Systems, Inc.**, a corporation duly organized under and pursuant to the laws of **Delaware**, and having its principal place of business at **967 North Shoreline Blvd., Mountain View, California 94043**, (hereinafter referred to as the Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the said Assignors have sold, assigned, transfer and set over, and by these presents does sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues, reexaminations, or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

AND, for the same consideration, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said Assignors are the joint and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent

above-mentioned, and that the same are unencumbered and that the said Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND, for the same consideration, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignors will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignees, their successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

AND, the said Assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said Assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date: 9/13/02

  
Theodore C. Johnson

Date: 9/9/02

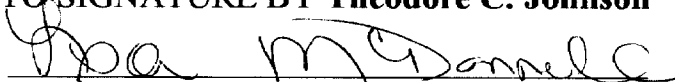
  
Daniel J. Balbierz

Date: 9-06-02

  
Robert M. Pearson

WITNESSES TO SIGNATURE BY **Theodore C. Johnson**

1.

 9/13/02  
Signature Date

Lisa McDonnell  
Print Name

4556 CONCOURSE DR.  
Street Address

Ann Arbor, MI 48108  
City, State & Zip Code

2.

 9/13/02  
Signature Date


Vickie Happe  
Print Name

4556 CONCOURSE  
Street Address

Ann Arbor MI 48108  
City, State & Zip Code

WITNESSES TO SIGNATURE BY **Daniel J. Balbierz**

1.

 9/9/02  
Signature Date

ELIZABETH A. SCHWEIDEN  
Print Name

2802 HASTINGS AVE  
Street Address

REDWOOD CITY CA 94061  
City, State & Zip Code

2.

 9-9-02  
Signature Date

KBB S LBB  
Print Name

5697 ABINGTON DRIVE  
Street Address

NEWARK, CA 94560  
City, State & Zip Code

\*\*\*\*\*

Note: May be notarized in lieu of witnessing.

1.

9-6-02  
Date

5697 ABINGTON DRIVE  
Street Address

NEWARK, CA 94560  
City, State & Zip Code

2.

Signature

Jessica Liang  
Print Name

355 Mindanao Dr.  
Street Address

Redwood City, CA 94065

STATE OF

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared **Theodore C. Johnson**, personally known to me (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.

Signature

(Seal)

\* \* \* \* \*