



12-27-2002

Substitute Form PTO-1595
Attorney Docket No.: 14170-023001
Client's Ref. No.: 25-31-0064



HEET

102323109

Commissioner for Patents: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies): Hugh R. Sharkey, Joel Saal, Jeff Saal and John Ashley Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Oratec Interventions, Inc. 3700 Haven Court Menlo Park, CA 94025 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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3. Nature of conveyance:

Assignment
 Merger
 Security Agreement
 Change of Name
 Other: Correction of name for Hugh R. Sharkey originally recorded 3/23/98 at Reel 9059 Frame 0526.

Execution Date: 12/20/02

4. Application number(s) or patent number(s):
 If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No(s):	B: Patent No(s): 6,007,570
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Additional numbers attached? Yes No

5. Name/address of party to whom correspondence concerning document should be mailed: BRIAN J. DORINI Fish & Richardson P.C. 1425 K Street, N.W. 11th Floor Washington, DC 20005-3500	6. Total number of applications/patents involved: 1
	7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.
	8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

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.*

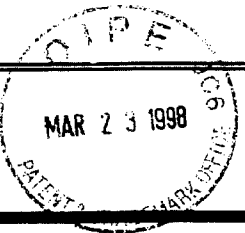
Brian J. Dorini Reg. No. 43,594 Name of Person Signing	 Signature	<u>DEC. 20, 2002</u> Date
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Total number of pages including coversheet, attachments and document: 8

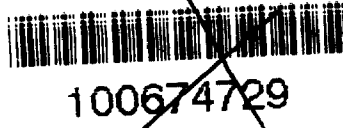
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PATENT
REEL: 013599 FRAME: 0107



04-06-1998



FORM PTO-1595

1-31-92

REC

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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.

1. Name of conveying party(ies):
Hugh J. Sharkey; Joel Saal; Jeff Saal; and John Ashley
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies):
Name: Oratec Interventions, Inc.
Street Address: 3700 Haven Court
City: Menlo Park, State: CA Zip: 94025

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other

Additional name(s) & address(es) attached?
[] Yes [X] No

Execution Date: January 15; January 19; and January 20, 1998

4. Application number(s) or patent number(s): 08/881,693
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s): 08/881,693 | B. Patent No.(s):
Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Charles C. Cary
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
[X] Authorized to be charged to deposit account

8. Deposit account number: 23-2415
(Attorney Docket No. 17616-769)

02 25/1998 ASELLMAN 00000078 DAN:232415 08881633 DO NOT USE THIS SPACE
04 6.501 40.00 CH

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.

Charles C. Cary, Reg. No. 36,764 _____ 3/17/98
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [5]

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8 - FIRST CLASS MAIL
I hereby certify that this correspondence is being deposited postage prepaid, with the United States Postal Service as "First Class Mail" in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231 on 3/17/98

(Signature)
By: Helen A. Ford (Type Name)

** CORRECTIVE DOCUMENT **

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

SHARKEY, Hugh J.
935 Corriente Pointe Dr.
Redwood City, CA 94065

SAAL, Joel
46 Vista Verde Way
Portola Valley, CA 94028

and

and

SAAL, Jeffrey
95 Sausal Drive
Portola Valley, CA 94028

ASHLEY, John
184 Burlwood Drive
San Francisco, CA 94127

hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD AND APPARATUS FOR TREATING ANNULAR FISSURES
IN INTERVERTEBRAL DISCS**

and have filed an application for a United States patent disclosing and identifying the above invention on June 24, 1997 as Application No. 08/881,693 (hereinafter termed "application"); and

WHEREAS, Oratec Interventions, Inc., a corporation of the State of California, having a place of business at 3700 Haven Court, Menlo Park, CA 94025, (hereinafter termed "Assignee"), is desirous of acquiring 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, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any 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 foreign countries. Such cooperation by said Inventors shall include prompt 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 deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing

or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use 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, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Hugh F. Sharkey
Hugh F. Sharkey

1-20-98
Date

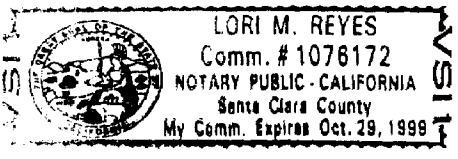
State of CALIFORNIA)
County of SANTA CLARA)

On 1/20, 1998, before me, Lori M. Reyes, personally appeared Hugh Sharkey.

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.

Lori M. Reyes
(Notary Public)



Attorney Docket No. 17616-769

Jeffrey Saal [Signature]

Date 1/19/98

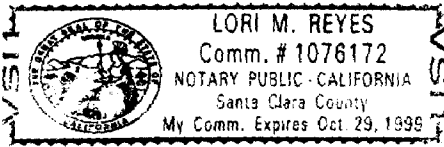
State of CALIFORNIA)
County of SANTA CLARA)

On 1/19, 1998, before me, Lori M. Reyes,
personally appeared JEFF SAAL

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]
(Notary Public)



Joel Saal [Signature]

Date 1/19/98

State of CALIFORNIA)
County of SANTA CLARA)

On 1/19, 1998, before me, Lori M. Reyes,
personally appeared JOEL SAAL

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]
(Notary Public)



State of CALIFORNIA)
County of SANTA CLARA)

John Ashley
John Ashley

On 1/15, 1998, before me, Lori M. Reyes
personally appeared John Ashley,

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.

1.15.98
Date

WITNESS my hand and official seal.

Lori M. Reyes
(Notary Public)

