



04-17-2003

Substitute Form PTO-1595  
orney Docket No.: 14170-058001

RECORD



102422166

4-11-03 PA

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

1. Name of conveying party(ies): Hugh R. Sharkey, John E. Ashley,  
J. Remberto Carranza and Gary S. FantonHugh R. Sharkey, John E. Ashley, J. Remberto  
Carranza and Gary S. FantonAdditional name(s) attached? ☐ Yes ☒ No

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

Oratec Interventions, Inc.  
3700 Haven Court  
Menlo Park, CA 94025

3. Nature of conveyance:

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

Execution Date: (Sharkey) 9/1/1999; (Ashley)  
9/2/1999; (Carranza) 9/17/1999; (Fanton)  
9/29/1999Additional names/addresses attached? ☐ Yes ☒ No

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):

~~6,461,357~~Additional numbers attached? ☐ Yes ☒ No5. Name/address of party to whom correspondence concerning  
document should be mailed:PHYLLIS K. KRISTAL  
Fish & Richardson P.C.  
225 Franklin Street  
Boston, Massachusetts 02110-2804

6. Total number of applications/patents involved: 1

7. Total fee (37 CFR §3.41): \$40

- ☒ Enclosed  
☐ 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

Date

APRIL 11, 2003

Total number of pages including coversheet, attachments and document: 5

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PATENT  
REEL: 013949 FRAME: 0671

**JOINT TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

SHARKEY, Hugh R.  
150 Normandy Lane  
Woodside, CA 94062

ASHLEY, John A.  
184 Burlwood Drive  
San Francisco, CA 94127

FANTON, Gary S.  
265 Golden Oak Drive  
Portola Valley, CA 94028

CARRANZA, J. Remberto  
101 Evergreen Avenue  
Daly City, California 94014

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

**ELECTRODE FOR ELECTROSURGICAL ABLATION OF TISSUE**

and have filed a utility application for a United States patent disclosing and identifying the above invention on June 25, 1999 as Application No. 09/340,065 (hereinafter termed "application") (we hereby authorize the assignee to fill in the blanks); and

WHEREAS, Oratec Interventions, Inc., a corporation of the State of California, having a place of business at 3700 Haven Court, Menlo Park, California 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 R. Sharkey*  
Hugh R. Sharkey  
  
11/1/99  
Date

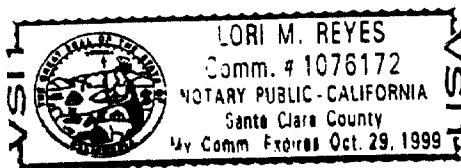
State of California )

County of SANTA CLARA )

On Sept 1, 1999, before me, Lori M. Reyes  
personally appeared Hugh R. 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)

John E. Ashley  
JE A  
 initials  
1.7.03  
 date

[Signature]  
 John A. Ashley  
9/2/99  
 Date



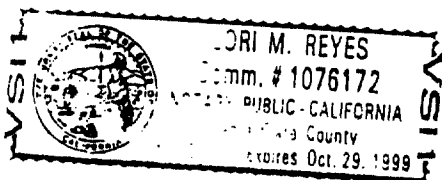
State of California )  
 County of Santa Clara )

On Sept 2, 1999, before me, Lori M. Reyes,  
 personally appeared John A. 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.

WITNESS my hand and official seal.

[Signature]  
 (Notary Public)

[Signature]  
 J. Remberto Caranza  
9-17-99  
 Date



State of California )  
 County of Santa Clara )

On Sept 17, 1999, before me, Lori M. Reyes,  
 personally appeared J. Remberto Caranza  
☒ 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 )

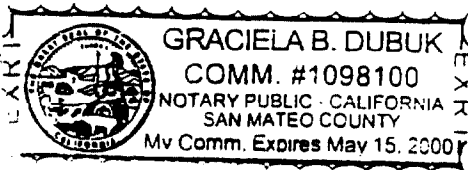
County of San Mateo )

Gary S. Fanton  
Gary S. Fanton

On Sept. 29, 1999, before me, Graciela B. Dubuk  
personally appeared Gary S. Fanton, MD

☒ 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.

September 29, 1999  
Date



WITNESS my hand and official seal.

Graciela B. Dubuk  
(Notary Public)