

01-29-2004



Form PTO-1595
(Rev. 10/02, modified)

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U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 37167-8009
(13724-731)

102657102
PATENTS ONLY

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

1. Name of conveying party(ies): **1-26-04**
Stuart D. Edwards
Add'l names of conveying parties attached? Yes No

2. Name/address of receiving party(ies):
Rita Medical Systems, Inc.
967 North Shoreline Blvd.
Mountain View, CA 94043
Add'l names of receiving parties attached? Yes No

3. Nature of conveyance: Assignment
 Merger Security Agreement
 Change of Name Reassignment
 Other
Execution date: **01/21/04**

4. 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)
08/515,379 filed 08/15/95

B. Patent No.(s)
5,683,384 issued 11/04/97
Additional numbers attached: Yes No

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5. Name and address of party to whom correspondence concerning document should be mailed:
Customer No. 22918
Perkins Coie LLP
P.O. Box 2168
Menlo Park, California 94026
(650) 838-4300

6. Total No. of applications and patents involved: **one (1)**
7. Total fee (37 CFR §3.41): **\$40.00**
 Check enclosed
 Charge any underpayment to Deposit Account No. 50-2207
8. Deposit Account No. 50-2207
(Attach duplicate copy of this page if paying by deposit account)

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.
Jacqueline F. Mahoney *Jacqueline F. Mahoney* **January 22, 2003**
Name of Person Signing Signature Date

Total number of pages, including cover sheet, attachments and document: **4**

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[37167-8036/BY040220.016]

Assignment

THIS ASSIGNMENT, by Stuart D. Edwards, (hereinafter referred to as the Assignor), residing at 14601 Roland Canyon Road, Salinas, CA 93909, witnesseth:

WHEREAS, the said Assignor has invented certain new and useful inventions set forth in U.S. Patent No. 5,683,384, issued on November 4, 1997, entitled **MULTIPLE ANTENNA ABLATION APPARATUS**, bearing Serial No. 08/515,379 and filed on August 15, 1995;

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 Assignor has sold, assigned, transferred 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 benefit and the use and benefit 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 Assignor hereby covenants and agrees 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 Assignor is the joint and lawful owner 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 is unencumbered and that the said Assignor has 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 Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignor 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 Assignor hereby affirm the Commissioner of Patents issued said Letters Patent of the United States to the said Assignee as the assignee of said inventions and the Letters Patent issued thereon to be for the sole use and benefit of the said assignee, it successors, legal representatives and assigns.

Date:

1/21/04


Stuart D. Edwards

WITNESSES TO SIGNATURE BY **Stuart D. Edwards**

1. Pat Conner 1-21-2004
Witness Signature Date

Patrick Conner
Print Name

14601 Roland Canyon Rd
Street Address

Corral De Tierra
City, State & Zip Code

2. Shawn Conner 1/21/04
Witness Signature Date

Shawn Conner
Print Name

14601 Roland Canyon Rd
Street Address

Corral De Tierra 93908
City, State & Zip Code

STATE OF _____

COUNTY OF _____

On _____ before me, _____, personally appeared **Stuart D. Edwards**, 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 executed the same in his authorized capacity, and that by his 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)

Note: May be notarized in lieu of witnessing.