

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

Attorney's Docket No. STARI-1038878
U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Thomas H. McGaffigan

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: **STARION INSTRUMENTS**

Internal Address: _____

Street Address: **775 Palomar Avenue**

City: **Sunnyvale**

State: **CA**

Country: **U.S.A.** Zip: **94085**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) **November 14, 2006**

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)
10/383,858

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ NO

5. Name and address to whom correspondence concerning document should be mailed:

Name: **David R. Heckadon, Esq.**

Internal Address: **Embarcadero Center West**

Suite 2000

Street Address: **275 Battery Street**

City: **San Francisco**

State: **CA** Zip: **94111**

Phone Number: **(415) 875-3266**

Fax Number: **(415) 986-8054**

Email Address: **dheckadon@gordonrees.com**

6. Total number of applications and patents involved: **One (1)**

7. Total fee (37 CFR 1.21(h) & 3.41) \$ **40.00**

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number **50-1990**

Authorized User Name **David R. Heckadon**

9. Signature:


Signature

December 8, 2006

Date

David R. Heckadon

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **4**
This paper is submitted in duplicate

ASSIGNMENT

THIS ASSIGNMENT, by MCGAFFIGAN, THOMAS H. (hereinafter referred to as the assignor), residing at 19089 Brookhaven Drive, Saratoga, California, 95070, U.S.A., witnesseseth:

WHEREAS, said assignor has invented certain new and useful improvements for **TUBULAR RESISTANCE HEATER WITH ELECTRICALLY INSULATING HIGH THERMAL CONDUCTIVITY CORE FOR USE IN A TISSUE WELDING DEVICE**, set forth in an application for Letters Patent of the United States bearing Serial No. 10/383,858 and filed on March 7, 2003; and

WHEREAS, STARION INSTRUMENTS, a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 775 Palomar Avenue, Sunnyvale, California 94085 U.S.A (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 good and valuable consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto 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 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 said assignee, for its own use and the use 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, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, 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

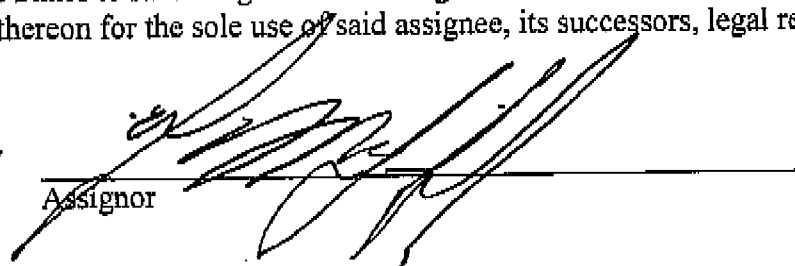
continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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

Date

11/14/06

Assignor



FACSIMILE TRANSMISSION**GORDON & REES LLP**

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DATE: December 8, 2006

TO:

NAME	COMPANY	FAX NO.	PHONE NO.
Mail Stop Assignment Recordation Services, Director	United States Patent and Trademark Office	(571) 273-0140	

FROM: David T. Heckadon/Wanda Alleje

SENDER INFORMATION (NAME / USER ID / EXTENSION): WANDA ALLEJE/2413/3348

FILE NO.: STARI-1038878

NUMBER OF PAGES, INCLUDING COVER: 5

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE PHONE (415) 677-9673 AS SOON AS POSSIBLE.

MESSAGE:

Re: United States Patent Application No. 10/838,858
For: TUBULAR RESISTANCE HEATER WITH ELECTRICALLY INSULATING HIGH
THERMAL CONDUCTIVITY CORE FOR USE IN A TISSUE WELDING DEVICE
Filed: March 7, 2003
Our Ref. No.: STARI-1038878 [formerly 033656-044]

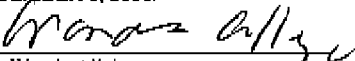
Papers Attached:

PTO-1595 Recordation Form Cover Sheet (1p, in duplicate); and
Assignment, signed by the Inventor (2 pp).

**PLEASE ACKNOWLEDGE RECEIPT OF THIS FACSIMILE BY RETURN
FACSIMILE.**

Thank you.

I HEREBY CERTIFY THAT THIS PAPER IS BEING FACSIMILE TRANSMITTED TO: MAIL STOP ASSIGNMENT RECORDATION SERVICES, DIRECTOR, UNITED STATES PATENT AND TRADEMARK OFFICE AT FAX NUMBER (571) 273-0140 ON DECEMBER 8, 2006.


Wanda Alleje

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