

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hugh R. Sharkey	04/01/1999
John E. Ashley	02/25/1999
Joel Saal	03/08/1999
Jeffrey A. Saal	03/08/1999
Le T. Le	02/25/1999
RECEIVING PARTY DATA	
Name:	ORATEC INTERVENTIONS, INC.
Street Address:	3700 HAVEN COURT
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11872470
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	22416-0014008
NAME OF SUBMITTER:	LaYonda Prue/

CH \$40.00 11872470

Total Attachments: 4

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**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

Hugh R. Sharkey
150 Normandy Lane
Woodside, CA 94062

John Ashley
184 Burlwood Drive
San Francisco, CA 94129

and

and

Joel Saal
46 Vista Verde Way
Portola Valley, CA 94028

Jeffrey A. Saal
95 Sausal Drive
Portola Valley, CA 49028

and

Le Trong Le
2230 Royaltree Circle
San Jose, CA 95131

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

**METHOD FOR DELIVERING ENERGY ADJACENT THE INNER WALL OF AN
INTERVERTEBRAL DISC**

and have filed an application for a United States patent disclosing and identifying the above invention on January 25, 1999 as Application No. 09/236,816 (hereinafter termed "application"); and

WHEREAS, Oratec Interventions, Inc., 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 R. Sharkey
Hugh R. Sharkey

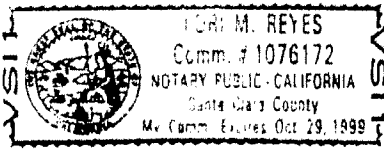
4-1-98
Date

State of California)
County of Santa Clara)

On April 1, 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.

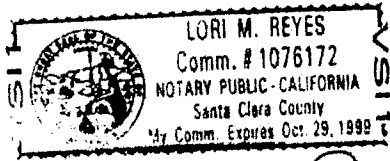
WITNESS my hand and official seal.



Lori M. Reyes
(Notary Public)

John Ashley
John Ashley

2.25.99
Date



Joel Saal
Joel Saal

3/8/99
Date



State of California)
County of SANTA CLARA)

On February 25, 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.

WITNESS my hand and official seal.

Lori M. Reyes
(Notary Public)

State of California)
County of San Mateo)

On March 8, 1998, before me, Graciela B. Dubuk
personally appeared Joel Saal

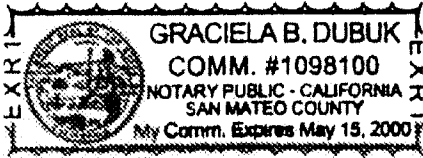
personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Graciela B. Dubuk
(Notary Public)

Jeffrey A. Saal
[Signature]

Date 3/8/99



State of California)
County of San Mateo)

On March 8, 1999, before me, Graciela B. Dubuk
personally appeared Jeffrey A. 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.

Graciela B. Dubuk
(Notary Public)

Le Trong Le
[Signature]

Date 12-25-99



State of CALIFORNIA)
County of SANTA CLARA)

On Feb. 25, 1999, before me, Lori M. Reyes
personally appeared Le Trong Le

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)