

09-25-1998

Form PTO-1595 (Modified)



100838953

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

1998 SEP 21 PM 12:36

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Robert Poser
Mark Fulmer
Brent R. Constantz

Additional name(s) of conveying party(ies) attached? ___ Yes X No

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

Name: Norian Corporation

Internal Address:

Street Address: 10260 Bubb Road

City: Cupertino State: CA ZIP: 95014-4166

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

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

Execution Date: September 14, 1998

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

A. Patent Application No.(s)
09/127,996; Filed July 31, 1998

B. Patent No.(s)

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

Name: Bret E. Field
Street Address: BOZICEVIC & REED LLP
285 Hamilton Avenue, Suite 200
Palo Alto, CA 94301

Telephone: (650) 327-3400
Fax: (650) 327-3231

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00
X Enclosed
___ Authorized to be charged to deposit account

8. Deposit Account No. 18-0580

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 18-0580 with regards to this correspondence.

09/24/1998 TTUN11 00000128 09127996

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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.

Bret E. Field, Reg. No. 37,620
Name of Person Signing Signature Date

September 16, 1998

Total number of pages including cover sheet 3

ASSIGNMENT

THIS ASSIGNMENT, by Robert Poser, Mark Fulmer and Brent Constantz (hereinafter referred to as the assignors), residing at Scotts Valley, San Jose and Portola Valley, California respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in *CALCIUM PHOSPHATE CEMENTS COMPRISING ANTIMICROBIAL AGENTS* set forth in an application for Letters Patent of the United States, bearing Serial No. 09/127,996 and filed on July 31, 1998; and

WHEREAS, Norian Corporation a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 10260 Bubb Road, Cupertino, California 95014-4166 (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, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the 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 the said assignee, for its own use and behalf and the use and behalf 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 assignors, had this sale and assignment not been made.


AND for the same consideration, the said assignors hereby covenant and agree 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 assignors are the sole and lawful owners 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 are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

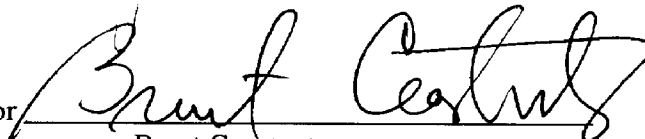
AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall 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 assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

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

Date 9/14/98 Name of Inventor 
Robert Poser

Date 9/14/98 Name of Inventor 
Mark Fulmer

Date 9-14-98 Name of Inventor 
Brent Constantz