

MRO

Docket No.: CAL-044-PCT-CIP

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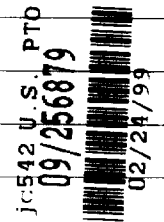
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To the Honorable Commissioner of Patent and Trademark Office, attached original documents or copy thereof

1. Name of conveying party(ies):
**William R. Wagner
Brooks Story**
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **SULZER CALCITEK INC.**
Internal Address: _____
Street Address: **2320 Faraday Avenue**
City: **Carlsbad** State: **CA** ZIP: **92008**
Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **01/18/99**

4. Application number(s) or registration numbers(s):
If this document is being filed together with a new application, the execution date of the application is: **01/18/99**
A. Patent Application No.(s)
09/256879
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Philip S. Lyren**
Internal Address: **SULZER MEDICA USA INC.**
Street Address: **3 East Greenway Plaza, Suite 1600**
03/05/1999 JSHABAZZ 00000011 090473 09256879
01 FC:581 40.00 CH
City: **Houston** State: **TX** ZIP: **77046**

6. Total number of applications and patents involved: **1**
7. Total fee (37 CFR 3.41):.....\$ **40.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number:
09-0473

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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.
Philip S. Lyren
Name of Person Signing Signature Date **2/24/99**
Total number of pages including cover sheet, attachments, and document: **3**

ASSIGNMENT

In consideration of our technology purchase agreement(s) or employee agreement(s) with SULZER CALCITEK INC., and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we, William R. Wagner, resident of Escondido, California, and Brooks Story, resident of Carlsbad, California, hereby severally assign, transfer, and deliver to SULZER CALCITEK INC., a Delaware corporation, having offices at Carlsbad, CA, U.S.A., its successors and assigns (collectively referred to as "SULZER CALCITEK"), the entire right, title and interest throughout the world to and in my/our invention(s) DENTAL IMPLANT HAVING MULTIPLE TEXTURED SURFACES, (Attorney Docket #CAL-044-PCT-CIP), the application for United States patent on the invention signed on January 18, 1999 as well as all continuations and divisions of that application, and all patents granted on that and any other application(s) on the invention(s) in the United States and elsewhere, together with the exclusive right to make application for patents and similar protection, reissues, renewals and extensions on the invention(s) in the U.S. and foreign countries, and I/we hereby request the U.S. Commissioner of Patents and Trademarks and the corresponding official(s) having the authority to issue patents in any foreign country(ies) to issue patents on the invention(s) to SULZER CALCITEK. I/We confirm that I/we have not made any agreement in conflict with this Assignment. I/We promise and agree that I/we will promptly sign and deliver such other documents, provide such evidence and other information within my/our knowledge or belief, and do all other relevant things reasonably necessary in connection with obtaining or maintaining any of the patents, or in connection with any proceeding, controversy or litigation pertaining to any of the applications or patents, or in order to perfect, protect or enforce SULZER CALCITEK ownership of the right, title and interest conveyed by this Assignment, or in connection with any other matter relating to or arising out of this Assignment, and that I/we will do all of these things without need for further payment of money or other consideration to myself/ourselves on the

understanding that **SULZER CALCITEK** will bear all reasonable expenses actually incurred for or in connection with such matters. This Assignment and the obligations I/we have assumed by signing this document shall be binding on my/our respective legal representatives.

1-18-99
Date

William R. Wagner
Inventor's Signature

William R. Wagner
(Type Inventor's Name)

1-14-99
Date

Brooks Story
Inventor's Signature

Brooks Story
(Type Inventor's Name)