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IN THE UNIT

03-16-1999

MARK OFFICE



orney Docket No. 5490-00149

COVER SHE

100984543

DOCUMENT (PATENT)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

JC618 U.S. PTO
09/259873
03/01/99

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case.
The following information is provided:

(1) **Name Of Party Conveying The Interest:**

Robert Metzger
Troy Hershberger

David Brown
Kevin Cox

(2) **Name And Address Of Party Receiving The Interest:**

Biomet, Inc.
Airport Industrial Park
Warsaw, IN 46580

(3) **Description Of The Transaction To Be Recorded:**

☒ Assignment ☐ License
☐ Change of Name ☐ Other _____

(4) **Application(s) and/or Patent(s) Against Which Enclosure Is To Be Recorded:**

☐ Serial Number _____, filed _____
☒ Application being filed concurrently herewith.
☐ Patent Number _____, issued _____

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

Stephen J. Foss, Esq.
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, MI 48303

03/12/1999 JSHABAZZ 00000227 09259873

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40.00 OP

(6) **Number Of Applications and/or Patents Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Patents: . 1

Total Recordal Fee Enclosed: . . . \$40.00

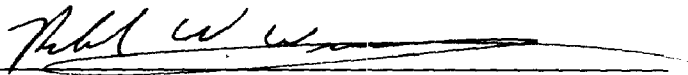
(7) **Date(s) The Document Was Executed:**

| | |
|------------------|-------------------|
| Robert Metzger | February 15, 1999 |
| David Brown | February 16, 1999 |
| Troy Hershberger | February 15, 1999 |
| Kevin Cox | February 25, 1999 |

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

By: 
RICHARD W. WARNER
Reg. No. 38,043
Attorney for Applicants

Date: March 1, 1999

ASSIGNMENT BY JOINT INVENTORS

WHEREAS, the undersigned, hereinafter referred to as Assignors, have invented

FLOATING BEARING KNEE JOINT PROSTHESIS WITH A FIXED TIBIAL POST

for which Assignor is about to make United States application for patent; and

WHEREAS, Biomet, Inc., an Indiana corporation, having a place of business at Airport Industrial Park, Warsaw, Indiana 46580 hereinafter referred to as Assignee(s), is (are) desirous of acquiring an interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, Assignors by these presents do sell, assign and transfer unto Assignee(s) its successors in interest, the full and exclusive right in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States and the Paris Convention, to the said invention as described in the specification executed by Assignors of even date preparatory to filing a United States application for patent therefor, said invention and all United States applications for patent and all Letters Patent therefor to be held and enjoyed by Assignee(s) to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made; and Assignors hereby covenant and agree to execute all instruments or documents required or requested for the making and prosecution of applications for patent in the United States and in all foreign countries, for litigation regarding, or for the purpose of protecting title to the said invention, the United States application for patent, or Letters Patent therefor for the benefit of Assignee(s) without further or other compensation than that above set forth; and Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee(s).


Robert Metzger
(First Joint Inventor)

State of INDIANA)
County of KOSCIUSKO) ss.

On this 15th day of February, 19 99, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.


Notary Public, TERESA A. WAITES

(seal)

KOSCIUSKO County, State of INDIANA

My Commission Expires: June 12, 2001

ASSIGNMENT BY JOINT INVENTORS

David Ray Brown
David Ray Brown
(Second Joint Inventor)

State of INDIANA)
County of KOSCIUSKO) ss.

On this 16th day of February, 1999, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Teresa A. Waite
Notary Public, TERESA A. WAITES

(seal)

KOSCIUSKO County, State of INDIANA

My Commission Expires: June 12, 2001

Troy Hershberger
Troy Hershberger
(Third Joint Inventor)

State of INDIANA)
County of KOSCIUSKO) ss.

On this 15th day of February, 1999, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Teresa A. Waite
Notary Public, TERESA A. WAITES

(seal)

KOSCIUSKO County, State of INDIANA

My Commission Expires: June 12, 2001

ASSIGNMENT BY JOINT INVENTORS

Kevin Cox

Kevin Cox
(Fourth Joint Inventor)

State of INDIANA)

County of KOSCIUSKO) ss.

On this 25th day of February, 1999, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Teresa A. Waite

Notary Public, TERESA A. WAITE

(seal)

KOSCIUSKO County, State of INDIANA

My Commission Expires: June 12, 2001

This document must be executed by each inventor and each signature must be separately notarized.