| | - 04-26-1999 | | | | | |
|------------|---|--------------------------|--|-----------|--|--|
| MR0 4-9-99 | - 101019441 | ION FORM ET | Attorney Docket No. A227.12-0055 | | | |
| | To the Commissioner for Patents: Please record the attached original document or copy thereof. | | | | | |
| | (1) Anne Hover (2) Dr. Roy Sanders (3) E.I. du Pont de Nemours and Company | | 2. Name and address of receiving party(ies): Name: <u>DePuy Orthopaedics, Inc.</u> Internal Address: | 09/289324 | | |
| | | | Additional name(s) & address(es) attached? [] Ye | s [X] No | | |
| | | | 4B. Patent No.(s) | | | |
| | If this document is being filed together execution date(s) of the application is: <u>2</u> . | | Additional numbers attached? [] Yes [] No | | | |
| | Additional numbers attached? [] Yes [X | [] No | | <u></u> | | |
| | 5. Name and address of party to whom c document should be mailed: | orrespondence concerning | 6. Total number of applications and patents involved: [1] | | | |
| | Name: <u>Jeffrey D. Shewchuk</u> Street Address: <u>Kinney & Lange, P.A.</u> <u>312 South Third Street</u> City: <u>Minneapolis</u> State: <u>MN</u> Z | IP <u>55415-1002</u> | 7. Total fee (37 C.F.R. 3.41):\$ <u>40.00</u> | | | |
| | DO NOT USE THIS SPACE | | | | | |
| | 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 origin document. Jeffrey D. Shewchuk Total number of pages including cover sheet, attachments and document: | | | | | |
| | 04/23/1999 DNGUYEN 00000151 09289324 01 FC:581 40.00 | 90 | | | | |

PATENT REEL: 9899 FRAME: 0289

ASSIGNMENT

A227.12-0055

First Named Inventor : Anne Hover et al.

Title

: INTRAMEDULLARY NAIL WITH NON-METAL SPACERS

WHEREAS, we, Anne Hover, of Playa Del Rey, California, and Dr. Roy Sanders, of Tampa, Florida, together with Donald Martin Sturgeon, of Wilmington, Delaware, have invented certain new and useful improvements as described in an application entitled <u>INTRAMEDULLARY NAIL WITH NON-METAL SPACERS</u> for Letters Patent of the United States, the application having been executed on even date herewith, and/or being identifiable in the United States Patent and Trademark Office by Application No. ________, filed ; and

WHEREAS, DePuy Orthopaedics Inc., a corporation organized and existing under the laws of the State of Indiana, and having offices at 700 Orthopaedic Drive, Warsaw, Indiana 46581, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the application, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I transfer to Assignee, its successors and assigns, my entire right, title and interest in and to the invention, the above-identified application, corresponding domestic and foreign applications, all Letters Patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and I authorize the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee.

I authorize the Assignee, its successors and assigns, to insert in this instrument the filing date and application number of the application when ascertained.

I authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

I represent to the Assignee, its successors and assigns, that I have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I, my executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries.

Anne Hover

STATE OF CALIFORNIA

)) ss.

COUNTY OF



(SEAL)



Page 1 of 2 Pages

PATENT REEL: 9899 FRAME: 0290

| | Dr. Roy Sanders | |
|------------------|--|------|
| STATE OF FLORIDA |) | |
| COUNTY OF |) ss. | |
| Subscribed | and sworn to before me, a Notary Public, this day of | , 19 |
| | Notary Public | |

(SEAL)

ASSIGNMENT

A227.12-0055

First Named Inventor : Anne Hover et al.

Title

: INTRAMEDULLARY NAIL WITH NON-METAL SPACERS

WHEREAS, we, Anne Hover, of Playa Del Rey, California, and Dr. Roy Sanders, of Tampa, Florida, together with Donald Martin Sturgeon, of Wilmington, Delaware, have invented certain new and useful improvements as described in an application entitled <u>INTRAMEDULLARY NAIL WITH NON-METAL SPACERS</u> for Letters Patent of the United States, the application having been executed on even date herewith, and/or being identifiable in the United States Patent and Trademark Office by Application No. _______, filed ; and

WHEREAS, DePuy Orthopaedics Inc., a corporation organized and existing under the laws of the State of Indiana, and having offices at 700 Orthopaedic Drive, Warsaw, Indiana 46581, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the application, and any and all Letters Patent or similar legal protection, foreign or connestic, to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I transfer to Assignee, its successors and assigns, my entire right, title and interest in and to the invention, the above-identified application, corresponding domestic and foreign applications, all Letters Patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and I authorize the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee.

I authorize the Assignee, its successors and assigns, to insert in this instrument the filing date and application number of the application when ascertained.

I authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

I represent to the Assignee, its successors and assigns, that I have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I, my executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries.

me th

) ss

STATE OF CALIFORNIA

COUNTY OF

Subscribed and sworn to before me, a Notary Public, this 11 thay of February , 1999 Notary Public

(SEAL)



Page 1 of 2 Pages

PATENT REEL: 9899 FRAME: 0292



STATE OF FLORIDA

COUNTY OF

Subscribed and sworn to before me, a Notary Public, this 22nd day of <u>February</u>, 1999

(SEAL)

Notary Public



ASSIGNMENT

A227.12-0055

First Named Inventor : Anne Hover et al. Title : INTRAMEDULLARY

: INTRAMEDULLARY NAIL WITH NON-METAL SPACERS

WHEREAS, E.I. du Pont de Nemours and Company, of Wilmington, Delaware 19898, ("Assignor") is the owner by assignment of the entire right, title and interest of Donald Martin Sturegon as described in an application entitled <u>INTRAMEDULLARY NAIL WITH NON-METAL SPACERS</u> for Letters Patent of the United States, the application having been executed on even date herewith, and/or being identifiable in the United States Patent and Trademark Office by Application No. ______, filed ______;

WHEREAS, DePuy Orthopaedics Inc., existing under the laws of the State of Indiana, and having offices at 700 Orthopaedic Drive, Warsaw, Indiana 46581, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the application, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor;

WHEREAS, Assignee has an obligation to assign its entire right, title and interest in and to the invention, the application, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor to Assignor by virtue of a Purchase and Sale Agreement dated June 2, 1998;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor transfers to Assignee, its successors and assigns, its entire right, title and interest in and to the invention, the above-identified application, corresponding domestic and foreign applications, all Letters Patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee.

Assignor authorizes the Assignee, its successors and assigns, to insert in this instrument the filing date and application number of the application when ascertained.

Assignor authorizes the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in the name of Donald Martin Sturgeon or in Assignee's own name if desired, in any and all foreign countries.

Assignor represents to the Assignee, its successors and assigns, that Assignor has not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignor, its executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries.

E.I. du Pont de Nemours and Company

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|---|--|
| Signed Flanson 6. Z | over & |
| Signed Hanson 6. B Printed Name Alanson 6 Title Asst Sec. F | B. Bowen JR |
| Title ASST Sec. F. | atent Board |
| STATE OF DELAWARE) | l l |
| COUNTY OF New Costle) ss. | |
| Subscribed and sworn to before me, a Notary Public | r, this 22 day of <u>March</u> , 1995 |
| SEAL) Page 1 of 1 Pages | EILEEN L. MIECZKOWSKI NOTARY PUBLIC - DELAWARE My Commission Expires Feb. 13, 2000 |
| | DATENT |

REEL: 9899 FRAME: 0294

RECORDED: 04/09/1999