

FORM PTO-1619A  
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U.S. Department of Commerce  
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PATENT

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REEL: 010048 FRAME: 0490

**Correspondent Name and Address**

**Area Code and Telephone Number** (317) 236-1313

**Name** Jill L. Woodburn

**Address (line 1)** Barnes & Thornburg

**Address (line 2)** 11 South Meridian Street

**Address (line 3)** Indianapolis, IN 46204

**Address (line 4)**

**Pages**

**Enter the total number of pages of the attached conveyance document including any attachments.**

# 2

**Application Number(s) or Patent Number(s)**

☐ **Mark if additional numbers attached**

*Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).*

**Patent Application Number(s)**

**Patent Number(s)**


If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year  
06 10 99

**Patent Cooperation Treaty (PCT)**

**Enter PCT application number only if a U.S. Application Number has not been assigned.**

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

**Enter the total number of properties involved.**

# 1

**Fee Amount**

**Fee Amount for Properties Listed (37 CFR 3.41):** \$ 40.00

**Method of Payment:**  
**Deposit Account**

**Enclosed** ☒ **Deposit Account** ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

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**Authorization to charge additional fees:**

**Yes** ☒ **No** ☐

**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. Charges to deposit account are authorized, as indicated herein.*

Jill L. Woodburn

**Name of Person Signing**

*Jill L. Woodburn*

**Signature**

*June 14, 1999*

**Date**

ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 265280-64366

## A S S I G N M E N T

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) Gabriel Surma  
\_\_\_\_\_  
\_\_\_\_\_, and  
\_\_\_\_\_

maker(s) of an invention which is the subject of an application for Letters Patent of the United States identified by Serial No. \_\_\_\_\_ and filing date \_\_\_\_\_, entitled

Title of Application PROXIMAL ALIGNMENT INSERTION GUIDE AND METHOD THEREFOR  
hereinafter (the "Application")

Date of signing of application by each inventor which has been executed by the undersigned on  
June 10, 1999, \_\_\_\_\_, and \_\_\_\_\_

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee DePuy Orthopaedics, Inc.

Address of principal place of business 700 Orthopaedic Drive  
Warsaw, Indiana 46581

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of Indiana

(hereinafter designated as the Assignee) their entire right, title and interest in, to and under the Application, including all priority rights for the United States and other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada and Mexico, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such Applications, and also to execute separate assignments in connection with such Applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting or following from said Application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.


The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at Warsaw, Indiana this 10th day of June, 1999.

Outside the USA:  
Witnesses are  
required when  
acknowledgment  
before a Notary  
Public is not  
feasible.

Witness

Witness

  
Inventor (Signature)

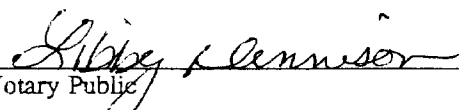
Gabriel Surma  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }  
COUNTY OF Kosciusko } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 10th day of June, 1999.

**LIBBY DENNISON**  
**NOTARY PUBLIC STATE OF INDIANA**  
**WHITLEY COUNTY**  
**MY COMMISSION EXP. DEC. 30, 2001**

  
Notary Public

Libby Dennison  
Printed Name

My Commission Expires: 12/30/01

Resident of Whitley County