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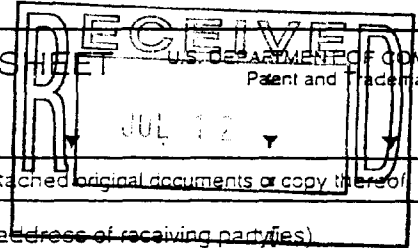
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3 SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

CMS No. 055 (001) (Rev. 4/94)



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To the Honorable Commissioner of

101090660

attached original documents or copy thereof

1. Name of conveying party(ies):

Donald E. McNulty  
Todd Smith

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

2. Name and address of receiving party(ies)

Name: DePuy Orthopaedics, Inc.

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

700 Orthopaedic Drive

City: Warsaw State: IN ZIP: 46581

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: June 8, 1999

4. Application number(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)

09/327,666

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: BARNES & THORNBURG

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

11 South Meridian Street

City: Indianapolis State: IN ZIP: 46204

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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 original document.

William R. Coffey  
Name of Person Signing

Signature

July 8, 1999  
Date

Total number of pages including cover sheet, attachments, and document:  

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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265280-64391

**ASSIGNMENT**

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) Donald E. McNulty  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and,  
Todd Smith  
\_\_\_\_\_

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 METHOD FOR MOLDING A PREFORMED CROSS-LINKED BILLET  
hereinafter (the "Application")

which has been executed by the undersigned on

Date of signing of application by each inventor \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 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, IN this 8<sup>th</sup> day of JUNE, 1999.

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

\_\_\_\_\_  
Witness

Donald E McNulty  
Inventor (Signature)

\_\_\_\_\_  
Witness

Donald E. McNulty  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
  }     SS:  
COUNTY OF \_\_\_\_\_ }

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

Julie B. Patten  
Notary Public

Julie B. Patten  
Printed Name

My Commission Expires: April 5, 2007

Resident of Kosciusko County

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Public is not  
feasible.

\_\_\_\_\_  
Witness

Todd Smith  
Inventor (Signature)

\_\_\_\_\_  
Witness

Todd Smith  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
                                  } SS:  
COUNTY OF \_\_\_\_\_ }

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Julie B. Patten  
Notary Public

Julie B. Patten  
Printed Name

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