

02-10-2000

Docket No.: 6058 P

FORM PTO-1595 (Modified)  
(Rev. 6-53)  
OMB No. 0651-0011 (exp. 4/94)  
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SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bill J. Pope Richard H. Dixon  
Clayton F. Gardinier Dean C. Blackburn  
Michael A. Vail Louis M. Pope  
Jeffery K. Taylor Kenneth M. Jensen

11/30/00

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: Diamicron, Inc.  
Address: 1186 South 1680 West

JC710 U.S. PTO  
09/494238  
01/30/00

City: Orem State/Prov.: UT  
Country: USA ZIP: 84-58

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

3. Nature of conveyance:

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

Execution Date: 1/26/2000

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: 1/26/2000

Patent Application No. Filing date

09494238

B. Patent No.(s)

Additional numbers  Yes  No

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

Name: Daniel McCarthy  
Registration No. 36,600  
Address: McCarthy & Sadler, LC  
39 Exchange Place, #100  
City: Salt Lake City State/Prov.: UT  
Country: USA ZIP: 84111

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  
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8. Deposit account number: 40.00 DP

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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.

Daniel McCarthy

Name of Person Signing

*[Signature]*

Signature

11/26/00

Date

3

Total number of pages including cover sheet, attachments, and

PATENT

REEL: 010532 FRAME: 0832

# ASSIGNMENT

Inventors: Bill J. Pope  
Clayton F. Gardinier  
Michael A. Vail

<sup>Jeffrey</sup>  
Jeffrey K. Taylor  
Louis M. Pope  
Kenneth M. Jensen

Richard H. Dixon  
Dean C. Blackburn

Invention: Prosthetic Joint Having at Least One Superhard Articulation Surface

Docket: 6058 P

WHEREAS, the Inventors have made an invention or discovery referred to as the "Invention" which is described and claimed in the attached application for Letters Patent of the United States; and

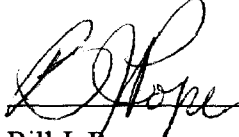
WHEREAS, Diamicron, Inc., Utah corporation ("Diamicron"), is desirous of acquiring all of the Inventors' rights, title and interest in said invention or discovery:

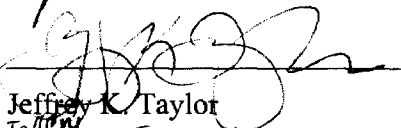
NOW, THEREFORE, in return for good and valuable consideration, receipt of which is hereby acknowledged, each of the Inventors, by these presents, does hereby sell, assign, and transfer unto Diamicron all rights, title and interest in and to the following: (1) said Invention as described in said patent application, (2) said patent application, (3) any letters Patent issuing from said patent application, and (4) all intellectual property (including patent rights, trade secrets and copyrights) in or to said Invention. Said assignment is without any geographic limitation and shall include the United States of America and all foreign countries. All rights, title and interest in said Invention, said patent application, any Letters Patent issuing from said patent application, and said intellectual property are to be held and enjoyed by Diamicron for its own use and behalf, and for that of its legal representatives and assigns, as fully and entirely as the same would have been held by the Inventors had this assignment and sale not been made. Diamicron shall be free to assign, license or otherwise exploit said Invention, said patent application, any Letters Patent issuing from said patent application, and said intellectual property.

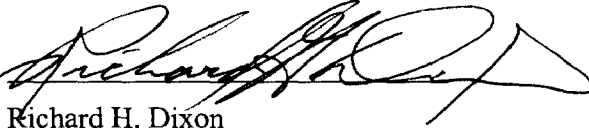
AND each of the Inventors does further agree to sign all papers, make all rightful oaths and do all requisite acts for the filing of any disclaimer or for the filing and assignment of any other patent application (including divisional, continuing, continuation-in-part, reissue and foreign applications) based on the present patent application or said Invention. Any such other patent application is deemed to be part of the above assignment.

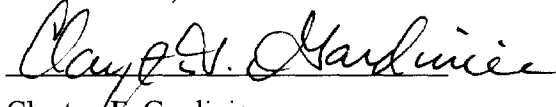
AND each of the Inventors does further agree to communicate to Diamicron, its successors, assigns or other legal representatives, such facts relating to said Invention as may be known to him, and to testify as to such facts in any prosecution, interference or litigation.

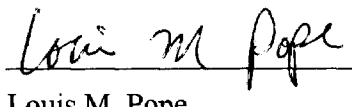
Executed by the undersigned on the date indicated.


Inventor's Signature:   
Inventor's Full Name: Bill J. Pope  
Date: Jan 24, 2000

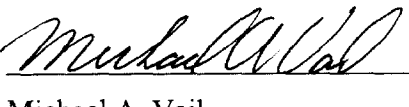
Inventor's Signature:   
Inventor's Full Name: Jeffrey K. Taylor  
Date: Jan. 26, 2000

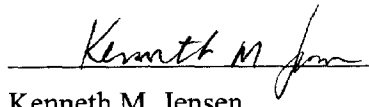
Inventor's Signature:   
Inventor's Full Name: Richard H. Dixon  
Date: 1/24/2000

Inventor's Signature:   
Inventor's Full Name: Clayton F. Gardinier  
Date: 1-24-00

Inventor's Signature:   
Inventor's Full Name: Louis M. Pope  
Date: 01/24/00

Inventor's Signature:   
Inventor's Full Name: Dean C. Blackburn  
Date: Jan 27, 2000

Inventor's Signature:   
Inventor's Full Name: Michael A. Vail  
Date: Jan 24, 2000

Inventor's Signature:   
Inventor's Full Name: Kenneth M. Jensen  
Date: Jan 28, 2000