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Tab settings

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

1. Name of conveying party(ies):  
**Thomas H. Day**

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

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

Name: **SULZER CALCITEK INC.**

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

Street Address: **1900 Aston Avenue**

City: **Carlsbad** State: **CA** ZIP: **92008**

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

OPRR/FINANCE  
APR 13 PM 3:30

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

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: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: **Philip S. Lyren**

Internal Address: **SULZER MEDICA USA INC.**

Street Address: **3 East Greenway Plaza, Suite 1600**

City: **Houston** State: **TX** ZIP: **77046**

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

Authorized to be charged to deposit account

8. Deposit account number: **09-0473**

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.

**Philip S Lyren** **Philip S Lyren** **March 17, 00**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **3**

## ASSIGNMENT

In consideration of my/our technology purchase agreement(s) or employee agreement(s) with **SULZER CALCITEK INC.**, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we, **Thomas H. Day**, resident of San Diego, California, hereby severally assign, transfer, and deliver to **SULZER CALCITEK INC.**, a Delaware corporation, having offices at Carlsbad, California, U.S.A., its successors and assigns (collectively referred to as "**SULZER CALCITEK**"), the entire right, title and interest throughout the world to and in my/our invention(s) **DRIVER TOOL FOR ONE STEP IMPLANT DELIVERY SYSTEM**, (Attorney Docket # **CAL-198**), the application for United States patent on the invention signed on December 2, 1999 as well as all continuations and divisions of that application, and all patents granted on that and any other application(s) on the invention(s) in the United States and elsewhere, together with the exclusive right to make application for patents and similar protection, reissues, renewals and extensions on the invention(s) in the U.S. and foreign countries, and I/we hereby request the U.S. Commissioner of Patents and Trademarks and the corresponding official(s) having the authority to issue patents in any foreign country(ies) to issue patents on the invention(s) to **SULZER CALCITEK**. I/We confirm that I/we have not made any agreement in conflict with this Assignment. I/We promise and agree that I/we will promptly sign and deliver such other documents, provide such evidence and other information within my/our knowledge or belief, and do all other relevant things that **SULZER CALCITEK** may reasonably deem necessary or desirable and request of me/us in connection with obtaining or maintaining any of the patents, or in connection with any proceeding, controversy or litigation pertaining to any of the applications or patents, or in order to perfect, protect or enforce **SULZER CALCITEK** ownership of the right, title and interest conveyed by this Assignment, or in connection with any other matter relating to or arising out of this Assignment, and that I/we will do all of these things without need for further

payment of money or other consideration to myself/ourselves on the understanding that **SULZER CALCITEK** will bear all reasonable expenses actually incurred for or in connection with such matters. This Assignment and the obligations I/we have assumed by signing this document shall be binding on my/our respective legal representatives.

12-2-99  
Date

  
Inventor's Signature

Thomas H. Day  
(Type Inventor's Name)