

06-05-2000

PATENT RI  
CC

101373039

Attorney Docket No.  
A227.12-0056

05/22/00

1c759 U.S. PTO  
09/575764  
05/22/00

To the Commissioner for Patents: Please record the attached original document or copy thereof.

## 1. Name of conveying party(ies):

- (1) Anne Hover
- (2) Roy Sanders
- (3) E.I. du Pont de Nemours and Company
- (4) Jerry Lower
- (5) Neil Cowley
- (6) David Overaker
- (7) Charles Hoppe
- (8) Tom Poandl

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

Name: DePuy Orthopaedics, Inc.

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

Street Address: 700 Orthopaedic DriveCity: Warsaw, State: IN ZIP 46581-0988Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of Conveyance:

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

Execution Date: May 3, 2000, May 2, 2000, April 26, 2000, May 17, 2000Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4A. Application No.(s)

If this document is being filed together with a new application, the execution date(s) of the application is: May 3, 2000, May 2, 2000, April 26, 2000, May 16, 2000Additional numbers attached? ☐ Yes ☒ No

## 4B. Patent No.(s)

09/575764

Additional numbers attached? ☐ Yes ☐ No

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

Name: Jeffrey D. Shewchuk  
 Street Address: Kinney & Lange, P.A.,  
312 South Third Street  
 City: Minneapolis State: MN ZIP 55415-1002

## 6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41):.....\$ 40.00

DO NOT USE THIS SPACE

05/31/2000 ABELL/NNH 00000033 09575764

9. Statement and signature.

40.00 DP

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.

Jeffrey D. Shewchuk

Date

Total number of pages including cover sheet, attachments and document: [5]

# ASSIGNMENT

Attorney Docket No.

A227.12-0056

First Named Inventor : Anne Hover et al.

Title : NON-METAL SPACERS FOR INTRAMEDULLARY NAIL

WHEREAS, We, Ann Hover, of Playa Del Rey, California 90293, U.S.A., Roy Sanders, of Tampa, Florida 33629, U.S.A., Donald Martin Sturgeon, of Wilmington, Delaware 19803, U.S.A., Jerry Lower, of Bourbon, Indiana 46504, U.S.A., Neil Cowley, of Phillipsburg, New Jersey 08865, U.S.A., David Overaker, of Annandale, New Jersey 08801, U.S.A., Charles Hoppe, of North Plainfield, New Jersey 07060, U.S.A., and Tom Poandl, of Metuchen, New Jersey 08840, U.S.A., have invented certain new and useful improvements as described in an application entitled NON-METAL SPACERS FOR INTRAMEDULLARY NAIL 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

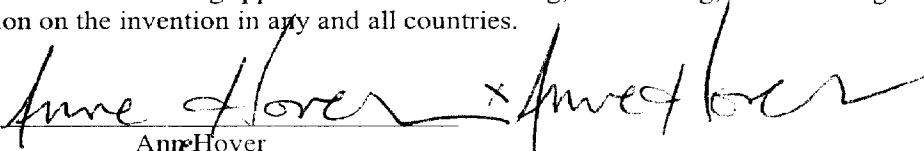
WHEREAS, DePuy Orthopaedics, Inc., a corporation organized and existing under the laws of the State of Indiana, and having offices at 700 Orthopaedic Drive, Warsaw, Indiana 46581-0988, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the application, 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 )  
COUNTY OF Los Angeles ) ss.

Subscribed and sworn to before me, a Notary Public, this 3rd day of May, 2000 MHL

  
Notary Public

(SEAL)

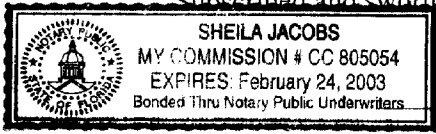


Kerry Sanders  
Re: Sanders

STATE OF FLORIDA )

COUNTY OF Hillsborough ) ss.

Subscribed and sworn to before me, a Notary Public, this 26 day of April, 2000.



Sheila Jacobs  
Notary Public

(SEAL)

\_\_\_\_\_  
Donald Martin Sturgeon

STATE OF DELAWARE )

COUNTY OF ) ss.

Subscribed and sworn to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

Jerry L. Lower 5/2/00  
Jerry Lower

STATE OF INDIANA )

COUNTY OF KOSCIUSKO ) ss.

Subscribed and sworn to before me, a Notary Public, this 2ND day of MAY, 2000.

Libby Hennison  
Notary Public

(SEAL)

**LIBBY HENNISON  
NOTARY PUBLIC - INDIANA  
WHITLEY COUNTY  
MY COMMISSION EXP. DEC. 30, 2001**

Neil Cowley  
Neil Cowley

STATE OF NEW JERSEY )  
COUNTY OF Middlesex ) ss.

DEBRA A. THOMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July, 2000

Subscribed and sworn to before me, a Notary Public, this 26<sup>th</sup> day of April, 2000.

Debra A. Thomson  
Notary Public

(SEAL)

David Overaker  
David Overaker

STATE OF NEW JERSEY )  
COUNTY OF Middlesex ) ss.

DEBRA A. THOMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July, 2000

Subscribed and sworn to before me, a Notary Public, this 26<sup>th</sup> day of April, 2000.

Debra A. Thomson  
Notary Public

(SEAL)

Charles Hoppe  
Charles Hoppe

STATE OF NEW JERSEY )  
COUNTY OF Middlesex ) ss.

DEBRA A. THOMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July, 2000

Subscribed and sworn to before me, a Notary Public, this 26<sup>th</sup> day of April, 2000.

Debra A. Thomson  
Notary Public

(SEAL)

Thomas M. Poandl  
Tom Poandl

STATE OF NEW JERSEY

COUNTY OF Middlesex

)  
)  
)

ss.

DEBRA A. THOMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July, 2000

Subscribed and sworn to before me, a Notary Public, this 26<sup>th</sup> day of April, 2000.

Debra A Thomson  
Notary Public

(SEAL)

## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E. I. du Pont de Nemours and Company, A Delaware corporation, having its principal place of business at 1007 Market Street, Wilmington, Delaware 19898, ("Assignor") which by virtue of Assignment by Donald Martin Sturgeon is the owner of an undivided entire right, title and interest in the invention entitled **Intramedullary Nail with Non-Metal Spacers** (which is disclosed in an application for Letters Patent in the United States of America as U.S. Application No. 09/289,324, filed on April 9, 1999, entitled Intramedullary Nail with Non-Metal Spacers and is further disclosed in application identified as **A227.12-0056** as a continuation-in-part), hereby assigns to DePuy Orthopaedics, Inc., an Indiana corporation, having its principal place of business at 700 Orthopaedic Drive, Warsaw, IN 46581 ("Assignee"), all of the Assignor's rights, title, and interest in and to said applications and in and to the inventions set forth and described therein, including any and all foreign counterparts to said patent throughout the world.

For such good and valuable consideration, Assignor hereby further assigns and transfers to Assignee, all rights and interests in, to and arising from any infringement of the above-identified invention, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit.

Assignor agrees to execute and deliver at the request of the Assignee, all papers instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the above-identified patent in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

17 May, 2000

E. I. du Pont de Nemours and Company

By: Hansen G. Bevel, Jr

Its: Asst Sec, Patent Board

STATE OF DELAWARE )  
 ) ss.  
COUNTY OF *New Castle* )

Subscribed and sworn to before me, a Notary Public, this 17 day of May, 2000.

(SEAL)

EILEEN L. FREDRICKSON  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Feb. 13, 2004

Steven A. Mueckowski  
Notary Public

**Notary Public**

**PATENT**  
**REEL: 010821 FRAME: 0890**

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy of  
which is attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the  
assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all  
statements made on information and belief are believed to be true; and further, that these statements  
are made with the knowledge that willful false statements, and the like so made, may be punishable  
by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may  
jeopardize the validity of the application or any patent issuing thereon.

Signature: John S. Wagley  
John S. Wagley

Date: May 11, 2000

Title: Patent Attorney

# ASSIGNMENT

Attorney Docket No.

A227.12-0056

First Named Inventor : Anne<sup>AK</sup>Hover et al.

Title : NON-METAL SPACERS FOR INTRAMEDULLARY NAIL

WHEREAS, We, Ann Hover, of Playa Del Rey, California 90293, U.S.A., Roy Sanders, of Tampa, Florida 33629, U.S.A., Donald Martin Sturgeon, of Wilmington, Delaware 19803, U.S.A., Jerry Lower, of Bourbon, Indiana 46504, U.S.A., Neil Cowley, of Phillipsburg, New Jersey 08865, U.S.A., David Overaker, of Annandale, New Jersey 08801, U.S.A., Charles Hoppe, of North Plainfield, New Jersey 07060, U.S.A., and Tom Poandl, of Metuchen, New Jersey 08840, U.S.A., have invented certain new and useful improvements as described in an application entitled NON-METAL SPACERS FOR INTRAMEDULLARY NAIL 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

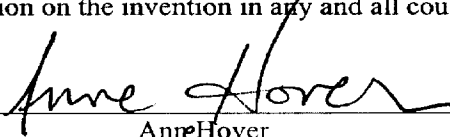
WHEREAS, DePuy Orthopaedics, Inc., a corporation organized and existing under the laws of the State of Indiana, and having offices at 700 Orthopaedic Drive, Warsaw, Indiana 46581-0988, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the application, 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.

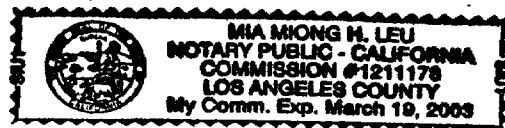
  
Anne Hover  
<sup>AK</sup>

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

Subscribed and sworn to before me, a Notary Public, this 3rd day of May, 2000 2000 MHL

  
Notary Public

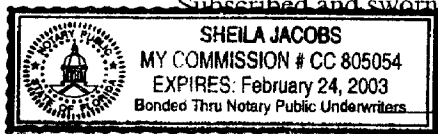
(SEAL)





Kerry Sanders  
Kerry Sanders

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) ss.



(SEAL)

Subscribed and sworn to before me, a Notary Public, this 26 day of April, 2000.

Sheila Jacobs  
Notary Public

\_\_\_\_\_  
Donald Martin Sturgeon

STATE OF DELAWARE )  
COUNTY OF ) ss.

Subscribed and sworn to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

Jerry L. Lower 5/2/00  
Jerry Lower


STATE OF INDIANA )  
COUNTY OF KOSCIUSKO ) ss.

Subscribed and sworn to before me, a Notary Public, this 2ND day of MAY, 200 0.

Libby Hennison  
Notary Public

(SEAL)

**LIBBY HENNISON  
NOTARY PUBLIC - INDIANA  
WHITLEY COUNTY  
MY COMMISSION EXP. DEC. 30, 2007**

  
Neil Cowley

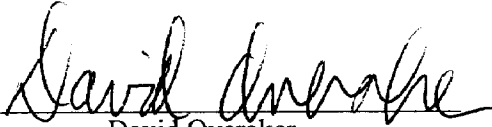
STATE OF NEW JERSEY )  
COUNTY OF Middlesex ) ss.

DEBRA A. THOMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July, 2000

Subscribed and sworn to before me, a Notary Public, this 26<sup>th</sup> day of April, 2000.

  
Notary Public

(SEAL)

  
David Overaker

STATE OF NEW JERSEY )  
COUNTY OF Middlesex ) ss.

DEBRA A. THOMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July, 2000

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Notary Public

(SEAL)

  
Charles Hoppe

STATE OF NEW JERSEY )  
COUNTY OF Middlesex ) ss.

DEBRA A. THOMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July, 2000

Subscribed and sworn to before me, a Notary Public, this 26<sup>th</sup> day of April, 2000.

  
Notary Public

(SEAL)

Thomas M. Poandl  
Tom Poandl

STATE OF NEW JERSEY

COUNTY OF Middlesex

)  
)  
)

ss.

DEBRA A. THOMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July, 2000

Subscribed and sworn to before me, a Notary Public, this 26<sup>th</sup> day of April, 2000.

Debra A Thomson  
Notary Public

(SEAL)

# ASSIGNMENT

I, the undersigned

**Donald Martin Sturgeon**

Hereby declare that

I am a true and first inventor of an invention entitled

## **Intramedullary Nail with Non-Metal Spacers**

which is disclosed in an application for Letters Patent in the United States of America as U.S. Application Number 09/289,324 filed April 9, 1999, and is disclosed further in the application identified as Case Number A227.12-0056 as a Continuation-in-Part entitled Non-Metal Spacers for Intramedullary Nail.

For valuable consideration, the receipt and adequacy of which is hereby acknowledged and in fulfillment of my pre-existing obligation of assignment, I hereby:

I. Sell, assign, and transfer unto **E. I. du Pont de Nemours and Company**, a corporation organized and existing under the laws of the State of Delaware in the United States of America and having its principal place of business at Wilmington, Delaware, hereinafter referred to as the assignee, (A) the sole and entire right, title, and interest in and to: (1) the aforesaid application for Letters Patent, (2) any priority rights derived from the aforesaid application for Letters Patent by virtue of the International Convention for the Protection of Industrial Property and any other treaty or understanding for intellectual property for any and all member countries of the aforesaid International Convention or other treaty or understanding, (3) any and all my inventions, whether joint or sole, disclosed in the aforesaid application for Letters Patent, (4) any and all applications for Letters Patent for any such inventions in any country whatsoever, (5) any and all patents for any such inventions in any country whatsoever; and (B) the sole right to (1) file such applications in its name or mine, (2) file such applications under the aforesaid International Convention or other treaty or understanding, (3) have said patents granted in its name or mine, and (4) enforce said patents and to sue for and recover profits and damages for any and all infringements thereof whether past or future; and

II. Agree, whenever requested, to communicate to said assignee, its successors, assigns, and legal representatives, any facts known to me respecting said rights, to testify in any legal proceeding respecting said rights, to execute all applications, papers or instruments necessary or required by said assignee, its successors, assigns and legal representatives, to carry into effect any of the provisions of this instrument, and generally to do everything possible to aid said assignee, its successors, assigns, and legal representatives to obtain and enforce proper patent protection for said inventions in any and all countries.

I further authorize my attorney/patent agent to insert below\* the application number and filing date of the aforesaid United States application now identified as Case Number **A227.12-0056** after the same shall have been made known to him/her by the United States Patent Office.

  
**Donald Martin Sturgeon**

(L.S.)

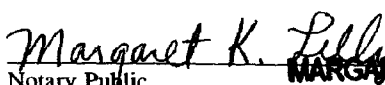
DATE: 5/16/2000

STATE OF DELAWARE )

COUNTY OF NEW CASTLE ) ss.

Subscribed and sworn to before me, a Notary Public, this 16<sup>th</sup> day of May, 2000.

(SEAL)

  
Notary Public

**MARGARET K. LILLY**

**NOTARY PUBLIC-DELAWARE**

**My Commission Expires 4/28/2001**

\*The application referred to above as Case Number **A227.12-0056** was filed in the United States Patent Office on \_\_\_\_\_, 20\_\_\_\_, and was given Application No. \_\_\_\_\_.

This insertion made by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ATTORNEY/PATENT AGENT FOR APPLICANT

Registration No.:

Telephone:

Facsimile:

# ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E. I. du Pont de Nemours and Company, A Delaware corporation, having its principal place of business at 1007 Market Street, Wilmington, Delaware 19898, ("Assignor") which by virtue of Assignment by Donald Martin Sturgeon is the owner of an undivided entire right, title and interest in the invention entitled **Intramedullary Nail with Non-Metal Spacers** (which is disclosed in an application for Letters Patent in the United States of America as U.S. Application No. 09/289,324, filed on April 9, 1999, entitled Intramedullary Nail with Non-Metal Spacers and is further disclosed in application identified as **A227.12-0056** as a continuation-in-part), hereby assigns to DePuy Orthopaedics, Inc., an Indiana corporation, having its principal place of business at 700 Orthopaedic Drive, Warsaw, IN 46581 ("Assignee"), all of the Assignor's rights, title, and interest in and to said applications and in and to the inventions set forth and described therein, including any and all foreign counterparts to said patent throughout the world.

For such good and valuable consideration, Assignor hereby further assigns and transfers to Assignee, all rights and interests in, to and arising from any infringement of the above-identified invention, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit.

Assignor agrees to execute and deliver at the request of the Assignee, all papers instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the above-identified patent in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

17 May, 2000

E. I. du Pont de Nemours and Company

By: Thomas G. Bowers, Jr.

Its: Asst Sec, Patent Board

STATE OF DELAWARE     )  
  ) ss.  
COUNTY OF New Castle     )

Subscribed and sworn to before me, a Notary Public, this 17 day of May, 2000.

(SEAL)

—  
EILEEN L. MECZKOWSKI  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Feb. 13, 2004

Eileen L. Meczowski  
Notary Public