

08-10-2001

Form PTO-1595

(Rev. 03-01)

OMB No. 0651-0027 (exp. 5/31/200)



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101806012

To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof

1. Name of conveying party(ies):

Robert D. Fraser and Donald W. Howie

8-6-01

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: July 23, 2001

2. Name and address of receiving party(ies)

Name: DEPUY ACROMED, INC.

Internal Address:

Street Address:

325 Paramount Drive

City: Raynam

State: MA

Zip: 02767-0350

Additional name(s) & address(es) attached:

☐ Yes☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is:

A. Patent Application No.(s):

09/714,847

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lisa J. Michaud

NUTTER, MCCLENNEN & FISH, LLP

Internal Address: Atty. Dkt.: 101896-0020

Street Address: One International Place

City:
Boston

State: MA Zip: 02110-2699

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:

141449

(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.

Lisa J. Michaud

Name of Person Signing

Signature

August 1, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 4

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Box Assignments, Commissioner for Patents, Washington, DC 20231, on the date shown below

Dated: August 1, 2001

Signature

(Lisa J. Michaud)

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PATENT
REEL: 012048 FRAME: 0105

ASSIGNMENT

Whereas, **Robert D. Fraser**, a citizen of Australia residing at 31 Fisher Street, Myrtle Bank, South Australia 5064, and **Donald William Howie**, a citizen of Australia residing 225A East Terrace, Adelaide, South Australia 5000, (hereinafter "Assignors") are co-inventors of the following United States applications for Letters Patent and the invention described therein:

U.S. Serial No.: 09/714,847, filed November 16, 2000, entitled "**PROSTHETIC IMPLANT ELEMENT**"; and

U.S. Serial No. 60/167,272 filed November 24, 1999, entitled "**PROSTHETIC IMPLANT ELEMENT**."

Whereas, **DePuy AcroMed, Inc.** a **Massachusetts** corporation having a place of business at **325 Paramount Drive, Raynham, MA 02767-0350**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said applications for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file and pay for patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

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5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

6. Upon execution of this Agreement, the Assignee will pay the Assignors the sum of FIFTY THOUSAND DOLLARS in United States money (\$50,000-US). TWENTY FIVE THOUSAND DOLLARS in United States money (\$25,000-US) is to be paid directly to the INSTITUTE OF MEDICAL AND VETERINARY SCIENCE for the Adelaide Centre for Spinal Research on behalf of ROBERT D FRASER and TWENTY FIVE THOUSAND DOLLARS in United States money (\$25,000-US) is to be paid directly to LUMINIS PTY LTD the commercial development arm of Adelaide University Level 1, 10 Pulteney Street, Adelaide SA Australia 5000 on behalf of DONALD WILLIAM HOWIE.

7. (a) The assignee warrants that it has all authority to enter into this Agreement and that this Agreement has been approved by all necessary parties.

(b) The Assignee is a corporation in good standing in the jurisdiction of its incorporation and is under no legal impediment from entering into this Agreement.

8. This Agreement shall be governed by the laws of South Australia.

9. This Agreement may not be amended, modified, altered or supplemented except by written agreement duly signed by each party to be charged therewith and clearly expressing such intent.

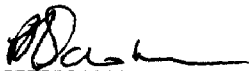
In testimony of which I have executed this Assignment as an instrument under seal on the dates indicated next to my name.

Date: 23/7/01



Robert D. Fraser

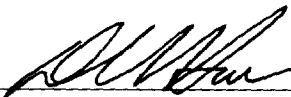
On this 23 day of July, 2001, before me appeared Robert D. Fraser, to me known and known to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Witness

In testimony of which I have executed this Assignment as an instrument under seal on the dates indicated next to my name.

Date: 23/7/01



Donald William Howie

On this 23 day of July, 2001, before me appeared Donald William Howie, to me known and known to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Witness

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