

10-16-2001



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- ☐ Mark if additional names of conveying parties attached

Name (line 1) Polymers Reconstructive A/S

Execution Date
Month Day Year
07 13 2001

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name (line 1) BioMer C.V.

Name (line 2) Fruiteniersstraat 23

Address (line 1) 3334 KA Zwijndrecht

Address (line 2)

Address (line 3)

Netherlands

Zip Code

City

State/Country

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="5,398,483"/>	<input type="text" value="5,370,221"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number as not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

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No ☐

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. Charges to deposit account are authorized, as indicated herein.

David A. McClaughry, Reg. No. 37,885
Name of Person Signing

Signature

October 4, 2001

Date

ASSIGNMENT

Atty. Docket No. 5490-500562

This agreement is made and entered into as of the _____ day of April, 2001 ("Effective Date"), by and between Polymers Reconstructive A/S, a corporation of Denmark having offices at Rugmarken 26, 3520 Farum, Denmark (hereinafter "Assignor") and BioMer C.V., a Dutch limited partnership having offices at Fruiteniersstraat 23, 3334 KA Zwijndrecht, The Netherlands (hereinafter "Assignee").

WHEREAS, Assignor owns an undivided half of the full and exclusive right, title and interest in and to patents/patent applications identified in Schedule A, and the invention disclosed and claimed therein in the United States and in certain foreign jurisdictions, namely Australia, Austria, Belgium, Brazil, Canada, Denmark, European Patent Office, France, Germany, Great Britain, Italy, Japan, Luxembourg, Netherlands, Spain, Sweden, Switzerland, and PCT. (herein "Patent Properties")

WHEREAS, Biomet, Inc. owns the remaining undivided half of the full and exclusive right title and interest in said Patent Properties.

WHEREAS, BioMer C.V., hereinafter referred to as Assignee, is desirous of acquiring said interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, all of its full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid patent properties to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letter patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, for the benefit of Assignee without further or other compensation than that above set forth;

ASSIGNMENT

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

ASSIGNMENT

Polymers Reconstructive A/S (Assignor)

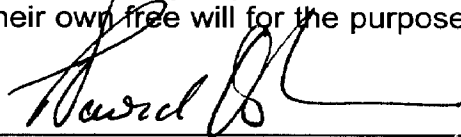


R. Forster

Chairman

~~Managing Director~~ of Polymers Reconstructive A/S

On this Thirtieth day of July, 2001, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purposed therein set forth.



Notary Public,

P. DAVID OSBORNE

NOTARY PUBLIC

BRIDGEND

County, ~~State of~~

U.K

My Commission Expires: DOES NOT EXPIRE

(seal)

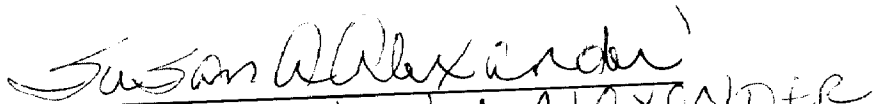
BioMer C.V. (Assignee)



Dane Miller

Managing Director of Biomet Europe
as General Partner for BioMer C.V.

On this 18th day of April, 2001, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purposed therein set forth.



Notary Public,

SUSAN A ALEXANDER

Kosciusko

County, State of IN

My Commission Expires: 5/10/08

(seal)

ASSIGNMENT

SCHEDULE A

Country	Application Number	Filing Date	Patent Number	Issue Date
US	11,339	01/29/93	5,398,483	03/21/1995
US	113,414	08/27/93	5,370,221	12/06/1994
PCT		01/28/94	WO 94/16951	
Australia	60986/94	01/28/94	682849	02/12/1998
Austria	94907372.0	01/28/94	068261	12/02/1998
Belgium	94907372.0	01/28/94	068261	12/02/1998
Brazil	PI 94 05675-7	01/28/94	pending	
Canada	2155022	01/28/94	pending	
Denmark	94907372.0	01/28/94	0682621	12/02/1998
EPO	94907372.0	01/28/94	0682621	11/22/1995
France	94907372.0	01/28/94	0682621	12/02/1998
Germany	94907372.0	01/28/94	P69414997.7	12/02/1998
Great Britain	94907372.0	01/28/94	0682621	12/02/1998
Italy	94907372.0	01/28/94	0682621	12/02/1998
Japan	06-517376	01/28/94	pending	
Luxembourg	94907372.0	01/28/94	0682621	12/02/1998
Netherlands	94907372.0	01/28/94	0682621	12/02/1998
Spain	94907372.0	01/28/94	0682621	12/02/1998
Sweden	94907372.0	01/28/94	0682621	12/02/1998
Switzerland	94907372.0	01/28/94	0682621	12/02/1998