

01-22-2002

Attorney Docket No. 5490-000191

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RE



SET

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

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01/09/02

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

1. Name of conveying party(ies):

John R. White  
Jeffrey C. King

*1.9.02*

Additional name of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Biomet, Inc.

Internal Address: an Indiana corporation

Street Address: Airport Industrial Park

City: Warsaw State: IN Zip: 46580

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

3. Nature of conveyance:

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

Execution Date(s): 12/06/01 and 12/26/01

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

If this document is being filed together with a new application, the execution date of the application is: 11/13/01 & 12/26/01

A. Patent Application No.(s)

B. Patent No.(s)

*10/042959*

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Internal Address: Harness, Dickey & Pierce, P.L.C.

Street Address: P.O. Box 828

City: Bloomfield Hills State: MI Zip: 48303

6. Total number of applications and/or patents involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. The Commissioner is hereby authorized to charge any additional fees that may be required or credit any overpayments to Deposit Account No. 08-0750. A duplicate copy of this sheet is enclosed.

**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.*

Richard W. Warner/Christopher A. Fusebi  
Name of Person Signing

*[Signature]*  
Signature

January 9, 2002  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01/16/2002 JBALINAN 00000002 10042959

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**PATENT**  
**REEL: 012473 FRAME: 0750**

# ASSIGNMENT

Atty. Docket No. 5490-000191

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

## BONE SCREW WITH HELICAL SPRING

for which Assignor is about to make or has made United States or International application for patent

- (a)  executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b)  executed on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; or
- (c)  filed on \_\_\_\_\_, and assigned Serial No. \_\_\_\_\_, and

WHEREAS, Biomet, Inc., an Indiana corporation, having a place of business at Airport Industrial Park, Warsaw, Indiana 46580, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for 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, the 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 said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor 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;

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

John R. White

John R. White

On this 6<sup>th</sup> day of December, 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.

Teresa A. Waites  
Notary Public, TERESA A. WAITES

(seal)

KOSCIUSKO County, State of INDIANA

My Commission Expires: June 12, 2009

Jeffrey C. King

Jeffrey C. King

On this 26<sup>th</sup> day of December, 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.

Beck Welch  
Notary Public,

(seal)

Whitley County, State of IN

My Commission Expires: 4-16-2009

Attorney Docket No. 5490-000191