

01-31-2002

Form PTO-1595  
6-93  
OMB No. 0651-0011 (exp. 4/94)



U.S. Department of Commerce  
Patent and Trademark Office

101966843

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

1. Name of conveying party(ies):  
James R. Rogers  
Joel C. Rhoades  
Troy D. Martin  
  
*1-18-02*  
  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies):  
Name: DePuy Orthopaedics, Inc.  
  
Street Address: 700 Orthopaedic Drive  
  
City: Warsaw, Indiana ZIP 46581  
  
Country: United States of America  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:  
  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
  
Execution Date(s): 01/16/02, 01/14/02, and 01/14/02

4. Application number(s) or patent number(s): *10/051341*  
  
If this document is being filed together with a new application, the execution date of the application is 01/16/02, 01/14/02, and 01/14/02  
  
A. Patent Application No(s)  
B. Patent No(s)

Additional numbers attached?  Yes  No  
  
Title: **Adjustable Long Bone Prosthesis**  
  
Docket No. **1671-0184 (DEP-611)**

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: Paul J. Maginot  
  
Internal Address: Maginot, Moore & Bowman  
  
Street Address: Bank One Center/Tower  
111 Monument Circle  
Suite 3000  
City: Indianapolis State: IN Zip: 46204-5115

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: 13-0014  
  
(Attach duplicate copy of this page if paying by deposit account)

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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.*  
  
Paul J. Maginot January 18, 2002  
Name of Person Signing Signature Date  
Registration No. 34,984  
Total number of pages including cover sheet, attachments and document 5

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

U.S. PTO  
10/05/01  
20/81/110

**ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) James R. Rogers  
Joel C. Rhoades  
Troy D. Martin

maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application ADJUSTABLE LONG BONE PROSTHESIS  
 hereinafter (the Application(s))

Date of signing of Application by each inventor which has been executed by the undersigned on  
Jim Rogers Joel C. Rhoades Troy Martin  
Jan 16-02 1/14/02 and 1-14-02

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee Depuy Orthopaedics, Inc.

Address of principal place of business 700 Orthopaedic Drive  
Warsaw, Indiana

Insert State of Incorporation (if applicable) or "Not Applicable" Indiana

(hereinafter designated as the Assignee) their entire right, title, and interest in, to and under the Application(s), including all priority rights for the United States and for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada and Mexico, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such Application(s), and also to execute separate assignments in connection with such Application(s) as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), or reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting or following from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at 11:00 AM this 16<sup>th</sup> day of January, 2002

Outside the USA: \_\_\_\_\_  
Witnesses are required when acknowledgment before a Notary Public is not feasible. \_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

[Signature]  
Inventor (Signature)  
James R. Rogers  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 16<sup>th</sup> day of January, 2002

Nancy Williams  
Notary Public  
**NANCY WILLIAMS**  
**NOTARY PUBLIC STATE OF INDIANA**  
**KOSCIUSKO COUNTY**  
**MY COMMISSION EXP. JUNE 21, 2008**

My Commission Expires: 6/21/2008

Resident of Kosciusko County

IN WITNESS WHEREOF, I have executed this assignment at 2:50 p.m. this 14<sup>th</sup> day of January, 2002.

Outside the USA: \_\_\_\_\_  
Witnesses are required when acknowledgment before a Notary Public is not feasible. \_\_\_\_\_  
Witness

Joel C. Rhoades  
Inventor (Signature)

Joel C. Rhoades  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }  
COUNTY OF Kosciusko } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 14<sup>th</sup> day of January, 2002.

Nancy Williams  
Notary Public

**NANCY WILLIAMS**  
**NOTARY PUBLIC STATE OF INDIANA**  
**KOSCIUSKO COUNTY**  
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Outside the USA: \_\_\_\_\_  
Witnesses are required when acknowledgment before a Notary Public is not feasible. \_\_\_\_\_  
Witness

Troy Martin  
Inventor (Signature)  
Troy D. Martin  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }  
COUNTY OF Kosciusko } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 14<sup>th</sup> day of January, 2002.

Nancy Williams  
Notary Public  
**NANCY WILLIAMS**  
**NOTARY PUBLIC STATE OF INDIANA**  
**KOSCIUSKO COUNTY**  
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