

10-11-2002

Form PTO-1595

6-93

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

1. Name of conveying party(ies):

Brian Maroney
Jon M. Heckman

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

[] Yes [X] No

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

Name: DePuy Orthopaedics, Inc.Street Address: 700 Orthopaedic DriveCity: Warsaw, Indiana ZIP 46581Country: United States of America

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of Conveyance:

☒ Assignment [] Merger
☐ Security Agreement [] Change of Name
☐ Other _____
Execution Date(s): 09/25/02 and 09/26/02

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

A. Patent Application No(s) 10/184,554

B. Patent No(s)

Additional numbers attached? [] Yes [X] No

Title: **Modular Shoulder Prosthesis**Docket No. **1671-0231/DEP-700**

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

Name: Paul J. MaginotInternal Address: Maginot, Moore & Bowman, LLPStreet Address: Bank One Center/Tower111 Monument CircleSuite 3000City: Indianapolis State: IN Zip: 46204-5115

6. Total number of applications and patents involved

17. 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)

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.
Paul J. Maginot
 Name of Person Signing
 Registration No. 34,984

Signature

October 1, 2002

Date

Total number of pages including cover sheet, attachments and document 7

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

10/10/2002 6TON11 00000128 10184554

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40.00 OP

PATENT
REEL: 013365 FRAME: 0686

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

maker(s) of an invention that is the subject of a United States patent application identified by Application Serial No. 10/184,554, and entitled

which has been executed by the undersigned on

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

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

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

(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.

IN WITNESS WHEREOF, I have executed this assignment at Warsaw, Indiana this 20th day of September, 2002.

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

Jon M. Heckman 9/26/02
Inventor (Signature)

Jon M. Heckman
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 20th day of September, 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 _____ County

ASSIGNMENT TO BUSINESS CONCERN

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) Brian Maroney,
of Inventor(s) Jon M. Heckman,

maker(s) of an invention that is the subject of a United States patent application identified by Application Serial No. 10/184,554, and entitled

Title of Modular Shoulder Prosthesis
Application hereinafter (the Application(s))

which has been executed by the undersigned on

Date of 9/25/02 and _____
signing of
Application by
each inventor

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

Name of DePuy Orthopaedics, Inc.
Assignee

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

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

(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 Deputy this
25 day of September, 2002.

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

Brian Maroney
Inventor (Signature)

Brian Maroney
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 25th day of September, 2002.

KAREN PORTZ
NOTARY PUBLIC STATE OF INDIANA
KOSCIUSKO COUNTY
MY COMMISSION EXP. JULY 16, 2010

Karen Portz
Notary Public

Printed Name

My Commission Expires: _____

Resident of _____ County