

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

12-02-2002

U.S. Department of Commerce
Patent and Trademark Office



To the Honorable Commissioner of Pa

102297431

original documents or copy thereof.

1. Name of conveying party(ies):
Larry G. McCleary
Farid Bruce Khalili-Araghi
Marc Weissman
Additional name(s) of conveying party(ies) attached?
 Yes No
11-26-02

2. Name and address of receiving party(ies):
Name: DePuy Products, Inc.
Street Address: P.O. Box 988
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): 09/27/02, 09/27/02 and 10/14/02

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) 10/260,137

B. Patent No(s)
FRANCE SECTION
NOV 20 11 1:25

Additional numbers attached? Yes No
Title: **Modular Trial Mechanism**
Docket No. **MMB Docket No. 1671-0241**
J & J Ref. No DEP-787

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paul J. Maginot
Internal Address: Maginot, Moore & Bowman, LLP
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)

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 *Paul J. Maginot* November 21, 2002
Name of Person Signing Signature Date
Registration No. 34,984 Total number of pages including cover sheet, attachments and document 9

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

12/02/2002 GTON11 00000030 10260137
01 FC:8021 40.00 OP

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) of Inventor(s) Larry G. McCleary, Farid Bruce Khalili-Araghi, and Marc Weissman,
 maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application Modular Trial Mechanism
 hereinafter (the Application(s))

which has been executed by the undersigned on

Date of signing of Application by each inventor 9/27/02

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

Name of Assignee DePuy Products, Inc.

Address of principal place of business 700 Orthopaedic Drive, P.O. Box 988
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.

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 _____ this _____ day of _____, 2002.

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

Inventor (Signature)

Larry G. McCleary
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }
 } SS:
COUNTY OF _____ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this _____ day of _____, 2002.

Notary Public

Printed Name

My Commission Expires: _____
County _____

Resident of _____

IN WITNESS WHEREOF, I have executed this assignment at 27th this 27th day of September, 2002.

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

Farid Bruce Khalili-Araghi
Inventor (Signature)

Farid Bruce Khalili-Araghi
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }
 } SS:
COUNTY OF _____ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this _____ day of _____, 2002.

Notary Public

Printed Name

My Commission Expires: _____
County

Resident of _____

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_____ day of _____, 2002.

Outside the USA: _____

Witnesses are _____
Witness

required when
acknowledgment
before a Notary

Public is not _____
Witness

feasible.

Inventor (Signature)

Marc Weissman

Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }

_____ } SS:

COUNTY OF _____ }

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Notary Public

Printed Name

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County

Resident of _____

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Name of Assignee DePuy Products, Inc.

Address of principal place of business 700 Orthopaedic Drive, P.O. Box 988
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.

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 Warsaw, Indiana this 27th day of September, 2002.

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

Larry G. McCleary
Inventor (Signature)

Larry G. McCleary
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
 } SS:
COUNTY OF Kosciusko }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 27th day of September, 2002.

Nancy Williams
Notary Public

NANCY WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
Printed KOSCIUSKO COUNTY
MY COMMISSION EXP. JUNE 21, 2008

My Commission Expires: 6/21/2008
County _____

Resident of _____

_____ day of _____, 2002.

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

Inventor (Signature)

Farid Bruce Khalili-Araghi
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }
 } SS:
COUNTY OF _____ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this
_____ day of _____, 2002.

Notary Public

Printed Name

My Commission Expires: _____
County

Resident of _____

IN WITNESS WHEREOF, I have executed this assignment at Warsaw, Indiana this 14th day of October, 2002.

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

Marc Weissman
Inventor (Signature)

Marc Weissman
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
 } SS:
COUNTY OF Kosciusko }

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

Nancy Williams
Notary Public

NANCY WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
Printed **KOSCIUSKO COUNTY**
MY COMMISSION EXP. JUNE 21, 2008

My Commission Expires: 6/21/2008
County _____

Resident of _____