

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/ 01) OMB No. 0651-0027 (exp. 5/31/2002)	. 10 <u>2</u> 351	1 <b>799</b> u.s	Patent and Trademark Office
To the Honorable Commissioner of Par	tents and Trademarks: P	lease record the attached original do	cuments or copy thereof
		2. Name and address of receiv	ring party(ies)
Reinhold Schmieding		Name: Arthrex, Inc.	
R. Donald Grafton	-23-03	Internal Address:	9
		Street Address:	Ed
Additional name(s) of conveying party(ies)  attached?  Yes X No		2885 South Horseshoe Driv	e s
3. Nature of Conveyance:			2
	Merger		<u>g</u> -
Security Agreement	Change of Name	City: Naples	
Other		State: FL Zip: 34104	
Execution Date:		Additional name(s) & address(es) attached:	Yes x No
4. Application number(s) or patent r	number(s):		
If this document is being filed together with	a new application, the exe	ecution date of the new application is:	January 21, 2003
		B. Patent No.(s):	
			,
		(0/	349099
Addit	tional numbers attache	ed? Yes x No	311017
<ul> <li>Name and address of party to whom concerning document should be ma</li> </ul>		Total number of applications patents involved:	and1
Name: Stephen A. Soffen DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP		7. Total fee (37 CFR 3.41)	\$
Internal Address: Atty. Dkt.: A8130.	.0045/P045	Enclosed	j
Street Address:		Authorized to be charge	ged to deposit account
101 L Street NW		X Authorized to be char	ged to credit card
		(Form 2038 enclosed)	god to di odit dara
		8. Deposit account number:	
City: State: Washington DC	Zip: 20037-1526	04-107	
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Stephen A. Soffen	No	me Voff	January 23, 2003
Name of Person Signing		Signature //	Date
Total number of pages inc	cluding cover sheet, attach	ments, and documents: 5	
NRZI: 00000038 10345099			
(0,03 D)			

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Form **PTO-1595** 

## ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Reinhold Schmieding and R. D. Grafton (hereinafter referred to as Assignors), residing at 163 Eugenia Drive, Naples, Florida 34108; and 4218 Skyway Drive, Naples, Florida 34112, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in MENISCAL REPAIR SYSTEM AND METHOD, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Arthrex, Inc., an Association organized under and pursuant to the laws of Delaware having a place of business at 2885 South Horseshoe Drive, Naples, Florida 34104 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP
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Gary M. Hoffman	26,411	Ryan H. Flax	48,141	Ellen S. Tao	43,383
Thomas J. D'Amico	28,371	Richard LaCava	41,135	Gary L. Veron	39,057
Donald A. Gregory	28,954	John C. Luce	34,378	Steven I. Weisburd	27,409
James W. Brady, Jr.	32,115	Peter McGee	35,947	Peter Zura	48,196
Jon D. Grossman	32,699	Edward A. Meilman	24,735	Jeremy A. Cubert	40,399
Mark J. Thronson	33,082	Edwin Oh	45,319	Gianni Minutoli	41,198
Eric Oliver	35,307	William E. Powell, III	39,803	Michael Bergman	42,318
Laurence E. Fisher	37,131	Steven S. Rubin	43,063	Salvatore P. Tamburo	45,153
Ian R. Blum	42,336	Michael J. Scheer	34,425	Peter A. Veytsman	45,920
Gabriela I. Coman	50,515	Stephen A. Soffen	31,063	Christopher S. Chow	46,493
Catherine A. Ferguson	40,877	Christopher M. Tanner	41,518		

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

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Reinhold Schmieding

Date: 1/21/03	
United States of America ) State of Florida ) ss.: County of Collier )	
On this 21st day of January personally came Reinhold Schmieding described in and who executed the foregoing instruction of the same.	
	Notary Public

JANET L. MCNEAL
MY COMMISSION # CC 904174
EXPIRES: January 20, 2004
Bonded Thru Notary Public Underwriters

R. D. Gration

Date: 1/21/03

United States of America )
State of Florida )

State of FIOTIDA ) ss.:
County of Collier )

**RECORDED: 01/23/2003** 

On this 21st day of January, 2003, before me personally came R. D. Grafton, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

JANET L MCNEAL
MY COMMISSION # CC 904174
EXPIRES: January 20, 2004
Bonded Thru Notary Public Underwriters