Commissioner of Patent and

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Please record the attached original documents or co		
1. Name of conveying party(ies): $4-14-03$	2. Name and address of receiving JEHNANCE SECTION	
David W. Daniels	Name: DePuy Products, Inc.	
Kimberly A. Dwyer	}	
David A. Mattingly, M.D.	Street Address: 700 Orthopaedic Drive	
Additional name(s) of conveying party(ies) attached?		
Yes V No	City: Warsaw	
105 22 100	State: Indiana Zip: 46582	
	Additional name(s) & address(es) attached?	
	Yes <u>✓</u> No	
3. Nature of conveyance:		
✓ Assignment Merger		
Security Agreement Change of Name		
Other		
A 7.2 4.7 2002		
Execution Date: April 3 and 7, 2003		
Application number(s) or patent number(s):		
If this document is being filed together with a new application	n, the execution date of the application is:	
A. Patent Application No.(s) B. P	Patent No.(s)	
10/327,527		
10/32/,32/	Additional numbers attached? _ Yes ✓ No	
Nome and address of party to whom correspondence		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications & patents involved: 1	
Philip S. Johnson, Esq.		
Chief Patent Counsel	7. Total fee (37 CFR 3.41) \$40.00	
Johnson & Johnson One Johnson & Johnson Plaza	, <u></u>	
New Brunswick, NJ 08933-7003	✓ Authorized to be charged to Deposit Account	
	8. Deposit Account Number: 10-0750/DEP725JSW	
Statement and signature		
To the best of my knowledge and belief, the foregoing inform.	nation is true and correct and any attached copy is a true copy of	
he original document.	. A	
John S. Wagley	Muley April 9, 2003	
	nature Date over sheet, attachments, and document: 9	
fail documents to be recorded with required cov		
Box Assignments		
Commissioner of Patent and Trademarks		
Washington, D.C. 20231		
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ASSIGNMENT

Serial No. 10/327,527 Filed December 20, 2002

WHEREAS, David W. Daniels, Kimberly A. Dwyer, and David A. Mattingly, M.D., residing at 2340 E. Kemo Avenue, Warsaw, IN, 46582, 10720 Lone Tree Plaza, Fort Wayne, IN, 46818, and 149 Meadowbrook Rd, Weston, MA 02493 respectively (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to:

Instrument and Associated Method of Trailing for Modular Hip Stems

for which they have on the ___day of ____, 2002 executed an application for Letters Patent of the United States; and

WHEREAS, DePuy Products, Inc., a corporation of the State of Indiana, (hereinafter called "Assignee"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN WITNESS WHEREOF, I have executed this assignment on this <u>3</u> day of <u>Apr. 1</u>, 2003.

Inventor Signature

David W. Daniels

Inventor (Printed Name)

STATE OF INDIANA

) ss.

COUNTY OF KOSCIUSKO)

Acknowledged before me, a Notary Public, within and for aid County and State. Witness my hand and Notarial Seal this <u>a</u> day of <u>Ophil</u>, 2003.

NANCY WILLIAMS

NOTARY PUBLIC STATE OF INDIANA
Printe COCCUSTO COUNTY

MY COMMISSION EXP. JUNE 21,2008

Resident of DAN UNCO

My Commission Expires: $\omega 212008$

on this, and, and, and, and, and, and, and
Kinberly A. S. Inventor Signature
Kimberly A. Dwyer
Inventor (Printed Name)
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 day of, 2003.
Notary Pullic
NANCY WILLIAMS NOTARY PUBLIC STATE OF INDIANA Print KOSCILISKO COUNTY MY COMMISSION EXP. JUNE 21,2008 Resident of OCCUPRO County
My Commission Expires: 6312008

	y of, 2003.	this assignment
	Inventor Signature	
	David A. Mattingly, M.I	<u>).</u>
	Inventor (Printed Name)	ı
STATE OF)	,	
COUNTY OF)) ss.	
	before me, a Notary Public, tate. Witness my hand and Not, 2003.	
	Notary Public	
	Printed Name	
	Resident of	County

My Commission Expires:

ASSIGNMENT

Serial No. 10/327,527 Filed December 20, 2002

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for which they have on the ___day of _____, 2002 executed an application for Letters Patent of the United States; and

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NOW, THEREFORE, BE IT KNOWN that for and consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made:

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discoveries and patents he record said title.	ereby conveyed and to enable it to
IN WITNESS WHERE on this day of	OF, I have executed this assignment, 2003.
In	ventor Signature
Da	vid W. Daniels
In	ventor (Printed Name)
STATE OF INDIANA)) ss. COUNTY OF KOSCIUSKO)	
	e, a Notary Public, within and for tness my hand and Notarial Seal this , 2003.
	Notary Public
	Printed Name
	Resident of County
My Commission Expires:	

on this day of	REOF, I have executed this assignment 2003.
	Inventor Signature
	Kimberly A. Dwyer
	Inventor (Printed Name)
STATE OF Indiana) ss. COUNTY OF Kosciusko)	
	me, a Notary Public, within and for Witness my hand and Notarial Seal this, 2003.
	Notary Public
	Printed Name
	Resident of County

My Commission Expires:

IN WITNESS WHEREOF, I have executed this assignment on this 7th day of April , 2003.

Wand a Muth Amel

Inventor Signature

David A. Mattingly, M.D.

Inventor (Printed Name)

STATE OF MA)

) ss.

COUNTY OF) Middlesex

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 1th day of April , 2003.

Alaran A. Parato

Notary Public

Charan L. Porcaro

Printed Name

Resident of Middles ex County

My Commission Expires: June 20 2008

RECORDED: 04/14/2003