

REI

08-06-2003



102517338

Patent Docket No. 5490-000332

DET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, attached original documents or copy thereof.

1. Name of conveying party(ies):  
Robert Metzger

7.28.03

2. Name and address of receiving party(ies)

Name: Biomet Manufacturing Corp.

Internal Address:

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Street Address: 56 E. Bell Drive

P.O. Box 587

City: Warsaw State: IN Zip: 46580

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date(s): 07/17/2003

4. Application number(s) or patent number(s):

10628793

If this document is being filed together with a new application, the execution date of the application is: 07/17/2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stephen J. Foss

Internal Address: Harness, Dickey & Pierce, P.L.C.

Street Address: P.O. Box 828

City: Bloomfield Hills State: MI Zip: 48303

6. Total number of applications and/or patents involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40

☒ Enclosed

☐ Authorized to be charged to deposit account

8. The Commissioner is hereby authorized to charge any additional fees that may be required or credit any overpayments to Deposit Account No.08-0750. A duplicate copy of this sheet is enclosed.

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.

Richard W. Warner

Name of Person Signing

*Richard W. Warner*  
Signature

July 28, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: ☐

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

07/31/2003 MBIZUNES 00000027 10628793

01 FC:8021

40.00 DP

PATENT  
REEL: 014342 FRAME: 0523

# ASSIGNMENT

Atty. Docket No. 5490-000332

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

## **METHOD AND APPARATUS FOR MINIMALLY INVASIVE DISTAL FEMORAL RESECTION**

for which Assignor is about to make or has made United States or International application for patent

- (a) ☒ executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) ☐ executed on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_;
- (c) ☐ filed on \_\_\_\_\_, and assigned Serial No. \_\_\_\_\_ or PCT International Application No. \_\_\_\_\_;
- (d) ☐ U.S. Patent No. \_\_\_\_\_, issued \_\_\_\_\_; or
- (e) ☐ entitled above and naming the undersigned inventors in this provisional patent application; and

WHEREAS, Biomet Manufacturing Corp., an Indiana corporation, having a place of business at 56 E. Bell Drive, Warsaw, Indiana 46581-0587, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefore to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

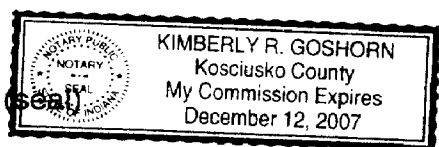
Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

Assignor hereby authorizes my attorney to insert here in parentheses (Application No. \_\_\_\_\_, filed \_\_\_\_\_) the filing date and application number of said application when known.

# ASSIGNMENT

Robert Metzger  
Robert Metzger

On this 17 day of July, 2003, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.



Kimberly R. Goshorn  
Notary Public

KOSCIUSKO County, State of INDIANA

My Commission Expires: DECEMBER 12, 2003