

08-28-2003



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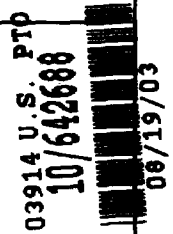
Form PTO-1595 (Rev. 03/01) 8-19-03 OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies): Peter J. Dreyfuss Albert F. Haas Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies) Name: Arthrex, Inc. Internal Address: Street Address: Arthrex, Inc. 2885 South Horseshoe Drive City: Naples State: FL Zip: 34104 Additional name(s) & address(es) attached:  Yes  No



3. Nature of Conveyance:  Assignment  Merger  Security Agreement  Change of Name  Other Execution Date: June 16, 2003; August 11, 2003

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: August 19, 2003 A. Patent Application No.(s): This application 10/642688 B. Patent No.(s): Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Stephen A. Soffen DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP Internal Address: Atty. Dkt.: A8130.0110/P110 Street Address: 2101 L Street NW City: Washington State: DC Zip: 20037-1526

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  Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: 04-1073 (Attach duplicate copy of this page if paying by deposit account)

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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. Stephen A. Soffen Name of Person Signing Signature Date August 19, 2003

Total number of pages including cover sheet, attachments, and documents: 5

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**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made by Peter J. Dreyfuss and Albert F. Haas (hereinafter referred to as Assignors, collectively),

**WHEREAS**, Assignors have invented certain new and useful improvements in **OFFSET DRILL GUIDE AND ARTHROSCOPIC METHOD**, set forth in an application for Letters Patent of the United States, executed on even date herewith; and

**WHEREAS**, Arthrex, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal 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 therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, 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.

**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 Provisional 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 Patent 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.

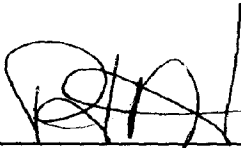
**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to

comply with the rules of the United States Patent and Trademark Office for recordation of this document:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Gary M. Hoffman	26,411	John C. Luce	34,378	Ellen S. Tao	43,383
Thomas J. D'Amico	28,371	Peter McGee	35,947	Gary L. Veron	39,057
Donald A. Gregory	28,954	Edward A. Meilman	24,735	Steven I. Weisburd	27,409
James W. Brady, Jr.	32,115	Edwin Oh	45,319	Mialeeka C. Williams-Bibbs	48,037
Jon D. Grossman	32,699	William E. Powell, III	39,803	Jeremy A. Cubert	40,399
Mark J. Thronson	33,082	Steven Rubin	43,063	Gianni Minutoli	41,198
Eric Oliver	35,307	Michael J. Scheer	34,425	Michael Bergman	42,318
Laurence E. Fisher	37,131	Patrick T. Skacel	47,948	Salvatore P. Tamburo	45,153
Ryan H. Flax	48,141	Stephen A. Soffen	31,063	Peter A. Veytsman	45,920
Richard LaCava	41,135	Christopher M. Tanner	41,518	Christopher S. Chow	46,493

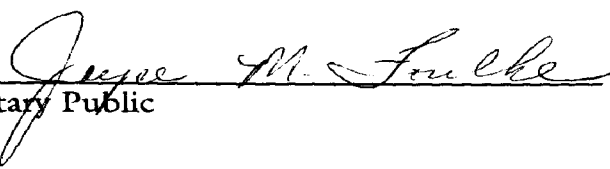
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

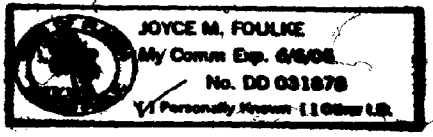
  
 \_\_\_\_\_  
 Peter J. Dreyfuss

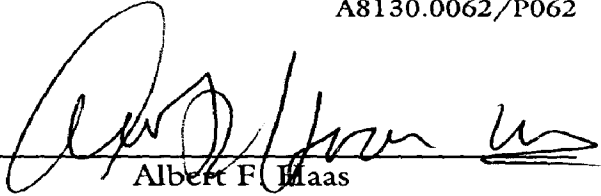
Date: 6/16/03

United States of America )  
 State of Florida ) ss.:  
 County of Collier )

On this 16 day of June, 2003, before me  
 personally came Peter J. Dreyfuss, to me known to be the individual  
 described in and who executed the foregoing instrument, and acknowledged execution  
 of the same.

  
 \_\_\_\_\_  
 Notary Public

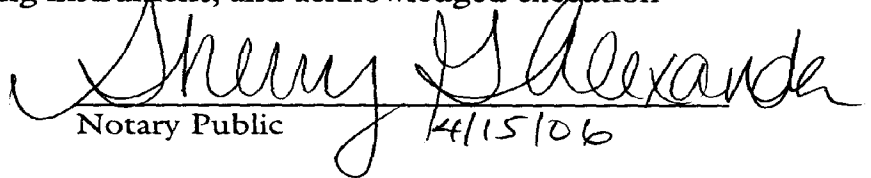


  
Albert F. Haas

Date: 8/11/03

United States of America )  
State of Alabama ) ss.:  
County of Mobile )

On this 11th day of August, 2003, before me personally came Albert F. Haas, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

  
Notary Public 4115106