

11-12-2003



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To the Honorable Commissioner of f 102597994

1. Name of conveying party(ies):
R. Scott Twomey
Robert G. Metzger

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

11-4-03

2. Name and address of receiving party(ies)
Name: Biomet Manufacturing Corp.
Internal Address: _____
Street Address: 56 E. Bell Drive
City: Warsaw, IN 46581 Country: USA
Additional Name(s) & address(es) attached? Yes No

22141 U.S. PTO
10/701272



110403

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 10/30/2003; 10/27/2003

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: 10/30/03; 10/27/03
A. Patent Application No.(s)
B. Patent No.(s)
10/701272
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 patents involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
 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
[Signature]
Signature
Nov. 4, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

ASSIGNMENT

Atty. Docket No. 5490-000364

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

FEMORAL SIZING APPARATUS AND METHOD

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 therefor 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.

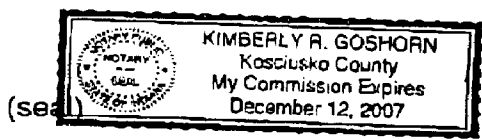
Assignor hereby authorizes my attorney to insert here in parentheses (Application No. _____, filed _____) the filing date and application number of said application when known.

ASSIGNMENT

R. Scott Twomey
R. Scott Twomey
(First inventor)

State of INDIANA)
County of KOSCIUSKO) ss.

On this 30TH day of OCTOBER, 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,

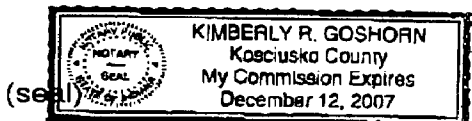
KOSCIUSKO County, State of INDIANA

My Commission Expires: DECEMBER 12, 2007

Robert G. Metzger
Robert G. Metzger
(Second inventor)

State of INDIANA)
County of KOSCIUSKO) ss.

On this 27TH day of OCTOBER, 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, 2007