

02-09-2004



PATENT

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TO: Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New **2-5-04**
- ☐ Resubmission (Non-Recordation)

Document ID#: ☐ Correction of PTO ErrorReel #: Frame #: ☐ Corrective DocumentReel #: Frame #: **Conveyance Type**☒ Assignment ☐ Security Agreement☐ License ☐ Change of Name☐ Merger ☐ Other **U.S. Government**

(For use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attachedName Creative BioMolecules, Inc.Execution Date
Month Day Year 06/30/92Name Name Name Name **Receiving Party**☐ Mark if additional names of receiving parties attachedName (line 1) Stryker CorporationName (line 2) Address (line 1) 2725 Fairfield RoadAddress (line 2) Address (line 3) Kalamazoo

City

 MI

State/Country

 49002

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

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 Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 014949 FRAME: 0231

Correspondent Name and Address

Area Code and Telephone Number 617-248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments.

2

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

10/428,997

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number

20-0531

Authorization to charge additional fees:

Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Brian Fairchild, Ph.D. Reg. No. 48,645

Name of Person Signing

Signature

Date

3 February 2004

formerly CRP-001CP6

Atty. Docket No. STK-001CP6

ASSIGNMENT

WHEREAS, Creative BioMolecules, Inc. have invented a certain improvement in:

OSTEOGENIC DEVICES

described in an application for Letters Patent of the United States:

- [] executed by us of even date herewith and about to be filed in the United States Patent Office;
- [x] Serial No. 07/841,646 filed in the United States Patent Office on February 21, 1992; and

WHEREAS, Stryker Corporation (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Delaware, and having a usual place of business at 2725 Fairfield Road, Kalamazoo, MI 49002 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of the said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the said invention as described in said application, together with the entire right, title and interest in and to the said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein.

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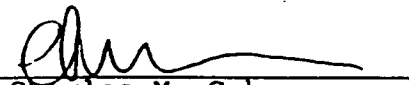
AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and or preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved.

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Creative BioMolecules, Inc.

By:


Charles M. Cohen
Chairman of the Board
& Chief Scientific
Officer

Commonwealth/State of
County of

ss.

Subscribed and sworn to before me, by the above-named
Charles M. Cohen this 30th day of June, 1992.


Notary Public

My Commission Expires: 9/23/94

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