

3/8/04

RECC

03-10-2004

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Commissioner for Patents:

102689227

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>The Bright Group, Inc. (d.b.a. Bright Medical Instruments)</p> <p>Additional name(s) of conveying party(ies) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: DePuy Spine, Inc.</p> <p>Street Address: 325 Paramount Drive</p> <p>City: Raynham State: MA Zip: 02767</p> <p>Additional name(s) &amp; address(es) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: January 8, 2004</p>	
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p> <p>A. Patent Application No.(s)                      B. Patent No.(s)</p> <p style="text-align: center;"><u>6,159,179</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Philip S. Johnson, Esq. Chief Patent Counsel Johnson &amp; Johnson One Johnson &amp; Johnson Plaza New Brunswick, NJ 08933-7003</p>	<p>6. Total number of applications &amp; patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) ..... <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Deposit Account Number: 10-0750/DEP5239 /DAL</p>
<p>9. Statement and signature</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy the original document.</i></p> <p><u>David A. Lane, Jr.</u>                      <u>David A. Lane Jr.</u>                      <u>3/1/04</u></p> <p>Name of Person Signing                      Signature                      Date</p> <p>Total number of pages including cover sheet, attachments, and document:</p>	

OPR/FINANCE MAR - 3 AM 7:08

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

Mail Stop Assignment Recordation Services  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

## ASSIGNMENT

WHEREAS, The Bright Group, Inc., a Florida Corporation (d/b/a Bright Medical Instruments) (hereinafter called "Assignor"), has full unencumbered title to certain new and useful inventions or discoveries disclosed and/or claimed in the U.S. Patent listed in Exhibit A, hereto annexed; and

WHEREAS, DePuy Spine, Inc. a corporation of the State of Ohio, (hereinafter called "Assignee"), is desirous of acquiring the entire right, title, and interest therein;

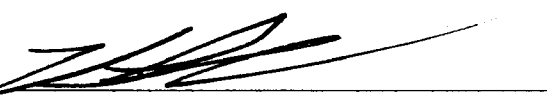
NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to it, the receipt of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and does hereby sell, assign, and transfer unto said Assignee the entire right, title, and interest in all U.S. Patents listed in Exhibit A, hereto annexed, and in and to all extensions, renewals and reissues thereof, including without limitations of generality, any and all choses in action and any and all claims and demands, both at law and in equity, that said Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letters Patents, 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 Assignor if this Assignment and sale had not been made;

And for the consideration aforesaid, Assignor covenants and agrees with said Assignee that it has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title it warrants unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignor further covenants and agrees that it will, whenever requested, but without cost to it promptly communicate to said Assignee or its representatives any facts known to it 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.

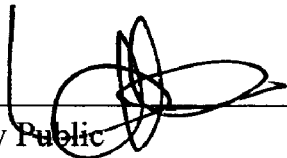
IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed by its duly authorized officer on this 8th day of January, 2004.

By: \_\_\_\_\_

  
Robert E. Simonson, President  
The Bright Group, Inc.

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF PALM BEACH         )

BE IT REMEMBERED, That on this 8th day of January, 2004, before me, a Notary Public, personally appeared Robert Simonson, as President of THE BRIGHT GROUP, INC., who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

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

 Kent Huffman  
MY COMMISSION # DD257314 EXPIRES  
October 9, 2007  
BONDED THRU TROY FAIN INSURANCE, INC

**Exhibit A**

**Patent Number**

**Title**

US 6,159, 179

Cannula & Sizing Insertion Method