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Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) RECORDATION FORM COVER SHEET PATENTS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Additional name(s) of conveying party(ies) attached? [] Yes [x] No
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Name: Arthrex, Inc.
Internal Address:
Street Address: 2885 South Horseshoe Drive
City: Naples
State: FL Zip: 34104
Additional name(s) & address(es) attached: [] Yes [x] No
3. Nature of Conveyance:
[x] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: August 22, 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 22, 2003
A. Patent Application No.(s): 10/646,827
B. Patent No.(s):
Additional numbers attached? [] Yes [x] 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.: A8130.0141/P141
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
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Stephen A. Soffen Name of Person Signing
[Signature] Signature
March 24, 2004 Date

Total number of pages including cover sheet, attachments, and documents: 6

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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: August 19, 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 22, 2003
A. Patent Application No.(s):
B. Patent No.(s):
Additional numbers attached? Yes No

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Name: Stephen A. Soffen
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP
Internal Address: Atty. Dkt.: A8130.0141/P141
Street Address: 2101 L Street NW
City: Washington State: DC Zip: 20037-1526

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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
August 25, 2003
Date
Total number of pages including cover sheet, attachments, and documents: 4

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, by Donald J. Rose, 25 East End Ave, Apt. 15 F, N.Y., N.Y. 10028 (hereinafter referred to as Assignor).

WHEREAS, Assignor has invented certain new and useful improvements in NITINOL LOOP SUTURE PASSER, 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 a place of business at Arthrex, Inc., 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, Assignor has sold, assigned, transferred and set over, and by these presents does 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 therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, 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 Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants 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, Assignor is 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 Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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 Assignor hereby requests the Commissioner of Patents 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 Assignor hereby grants 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

All practitioners at Customer Number 24998

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.



Donald J. Rose

Date: 8/22/03