

06/29/04

07-09-2004

Form PTO-1595
6-93
OMB No. 0651-0011 (exp. 4/94)



102787182

U.S. Department of Commerce
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):

Jason T. Sherman
Mark R. DiSilvestro

Additional name(s) of conveying party(ies) attached?
[] Yes [X] No

2. Name and address of receiving party(ies):
Name: DePuy Products, Inc.

Street Address: 700 Orthopaedic Drive

City: Warsaw, IN 46581

Country: United States of America
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of Conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other _____
Execution Date(s): 06/25/04 and 06/25/04

4. Application number(s) or patent number(s): 10/880003

If this document is being filed together with a new application, the execution date of the application is 06/25/2004

A. Patent Application No(s) _____ B. Patent No(s) _____

Additional numbers attached? [] Yes [X] No

Title: **System and Method for Bidirectional Communication With An Implantable Medical Device Using An Implant Component As An Antenna**

Docket No. 1671-0305/DEP 5272

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul J. Maginot

Internal Address: Maginot, Moore & Beck LLP

Street Address: Bank One Center/Tower
111 Monument Circle
Suite 3000
City: Indianapolis State: IN Zip: 46204-5115

6. Total number of applications and patents involved
1

7. Total fee (37 CFR 3.41): \$ 40.00

[X] Enclosed
[] Authorized to be charged to deposit account

8. Deposit Account number: 13-0014

(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.

David M. Lockman June 29, 2004
Name of Person Signing Signature Date
Registration No. 34,214 Total number of pages including cover sheet, attachments and document 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

22390 U.S. PTO
10/880003
062904

07/06/2004 MBELETE1 00000004 10880003 40.00 DP
04 FC:8021

PATENT
REEL: 015536 FRAME: 0452

ASSIGNMENT TO BUSINESS CONCERN

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) Jason T. Sherman and Mark R. DiSilvestro,

makers of an invention which is the subject of a United States Patent application for Letters Patent of the United States ("Application") entitled

Title of System and Method for Bidirectional Communication With An Implantable Medical Device Using An Implant Component As An Antenna
hereinafter (the Application(s)),
which has been executed by the undersigned on

Date of signing of application by each Inventor 6/25/04 and 6/25/04

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee DePuy Products, Inc.

Address of principal place of business P. O. Box 988, 700 Orthopaedic Drive
Warsaw, Indiana

Insert State of Incorporation Indiana
(if applicable)
or "Not Applicable"

(hereinafter designated as the Assignee) their entire right, title, and interest in, to and under the Application(s), including all priority rights for the United States and for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada and Mexico, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such Application(s), and also to execute separate assignments in connection with such Application(s) as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), or reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting or following from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record 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.

IN WITNESS WHEREOF, I have executed this assignment at Warsaw, Indiana this 25th day of June, 2004.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible. _____
Witness

Jason T. Sherman
Inventor (Signature)

Jason T. Sherman
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Kosciusko } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 25th day of June, 2004.

Nancy Williams
Notary Public

NANCY WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
KOSCIUSKO COUNTY
MY COMMISSION EXP. JUNE 21, 2008

My Commission Expires: 6/21/2008

Resident of Kosciusko County

IN WITNESS WHEREOF, I have executed this assignment at Warsaw, Indiana this

25th day of June, 2004.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary _____
Public is not feasible. _____

Witness

Witness

Mark R. DiSilvestro
Inventor (Signature)

Mark R. DiSilvestro
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Kosciusko }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this

25th day of June, 2004.

Nancy Williams

NANCY WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
KOSCIUSKO COUNTY
MY COMMISSION EXP. JUNE 21, 2008

Resident of Kosciusko County