

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Sulzer Markets and Technology Ltd.		11/26/2004
RECEIVING PARTY DATA		
Name:	Zimmer GmbH	
Street Address:	Sulzer Allee 8	
City:	Winterthur	
State/Country:	SWITZERLAND	
Postal Code:	CH-8404	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	6482076	
CORRESPONDENCE DATA		
Fax Number:	(415)576-0300	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-576-0200	
Email:	llc@townsend.com	
Correspondent Name:	J. Georg Seka	
Address Line 1:	Two Embarcadero Center, 8th Floor	
Address Line 2:	Townsend and Townsend and Crew LLP	
Address Line 4:	San Francisco, CALIFORNIA 94111	
NAME OF SUBMITTER:	Landon Clark	
Total Attachments: 3 source=6482076 Reassignment#page1.tif source=6482076 Reassignment#page2.tif source=6482076 Reassignment#page3.tif		

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REEL: 015703 FRAME: 0894

## PATENT ASSIGNMENT

### Parties:

- (1) Sulzer Markets and Technology Ltd, Zürcherstrasse 12, CH-8401 Winterthur  
being legal successor of Sulzer Innotec AG

- hereafter referred to as "The Assignor"-

- (2) Zimmer GmbH, Sulzer Allee 8, CH 8404 Winterthur

- hereafter referred to as "The Assignee"-

### Recitals:

- (A) The Assignor confirms that it is the registered proprietor and beneficiary owner of:

- European Patent Application EP 1070488 A1 (00810539.7) "Method for Producing a Surface Structure", registered now for Sulzer Markets and Technology AG;
- US Patent Nr. 6,482,076 B1 "Method for Producing a Surface Structure", still registered for the aforementioned Sulzer Innotec AG.

- (B) The Assignor has agreed to assign to the Assignee the above patent application and patent - hereinafter "the PATENTS" - and all its right, title and interest therein upon the terms and conditions as set out below.

### Operative Provisions:

1. In consideration of the lump sum of CHF 25.000.- covering all expenses for the PATENTS prior to December 31, 2003, to be paid by the Assignee to the Assignor, the Assignor HEREBY ASSIGNS to the Assignee the above referenced PATENTS together with all rights and obligations connected thereto including the right to take

in its own name all such proceedings as may be necessary for the recovery of damages or other forms of relief in respect of all and any infringement of the said PATENTS, whether taking place before or after the date of this Assignment, and to return any damages so recovered to its own benefit.

2. The Assignor warrants that

- 2.1. It is the proprietor of the PATENTS and holds the PATENTS free of all liens, charges, encumbrances and any other third party rights or obligations owing to a third party;
- 2.2. It is the sole legal and beneficial owner of the PATENTS and no license, assignment or legal equitable charge has been granted or made in respect of the PATENTS;
- 2.3. All fees due for the above referenced PATENTS prior to December 31, 2003 have been paid.

- 3. In addition to the consideration referred to at point 1 above, the Assignee undertakes to reimburse the Assignor for any fees paid in respect of the said PATENTS subsequent to December 31, 2003 and for any charges arising in connection therewith subsequent to December 31, 2003.
- 4. The Assignor undertakes to provide, at the expense of the Assignee, any signatures required by the Assignee for registration of its title to the above referenced PATENTS in the register of any relevant patent office and to sign any document required by the Assignee in the pursuance of its rights arising through this assignment.
- 5. The Assignor undertakes to do nothing to attack the PATENTS not to assist any third party in such an attack.
- 6. This Assignment is made under Swiss Law and the jurisdiction of the Canton Zürich, Switzerland, for all controversies resulting from this Assignment.

IN WITNESS of which this Assignment has been executed as a Deed and delivered as set forth below.

SIGNED as a deed on behalf of SULZER Markets and Technology Ltd:

Winterthur	26.11.04	ppa. P. Ernst	ppa. J. Ruhnau
(Place)	(Date)	(Signature)	(Signature)
		Name: PETER ERNST	Name: Jürgen Ruhnau

SIGNED as a deed on behalf of Zimmer GmbH:

Winterthur	24.11.04	R. Fritsch	H. K. Jander
(Place)	(Date)	(Signature)	(Signature)
		Name: Richard Fritsch	Name: Heidi K. Jander