

**PATENT ASSIGNMENT**

Electronic Version v08  
 Stylesheet Version v02

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT				
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF ASSIGNOR'S INTEREST				
<b>CONVEYING PARTY DATA</b>					
<b>Name</b>	<b>Execution Date</b>				
Ian P. Murray	2005-04-12				
<b>RECEIVING PARTY DATA</b>					
<b>Name</b>	<b>Street Address</b>	<b>Internal Address</b>	<b>City</b>	<b>State/Country</b>	<b>Postal Code</b>
Encore Medical Corporation	11201 Pepper Road,		Hunt Valley	MARYLAND	21031
<b>PROPERTY NUMBERS Total: 1</b>					
<b>Property Type</b>	<b>Number</b>				
Application Number	10272208				
<b>CORRESPONDENCE DATA</b>					
FAX NUMBER: 2028870357 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO. CUSTOMER NUMBER: 023850					
<b>NAME OF PERSON SIGNING:</b>	James E. Armstrong IV				
<b>DATE SIGNED:</b>	2005-04-15				
Total Attachments: 2 source=02075-PA-CIP2.tif source=02075-PA-CIP2pg2.tif					

CH \$40.00 012340 10272208

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I,

Ian P. Murray  
14351 Hampshire Knob Drive  
Phoenix, MD 21131

do hereby sell and assign to

Encore Medical Corporation

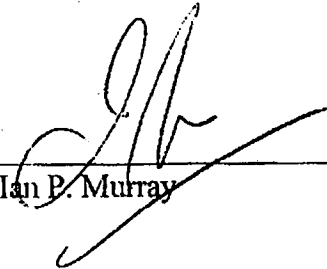
a corporation organized and existing under the laws of the State of Maryland, U.S.A., having its principal place of business at 11201 Pepper Road, Hunt Valley, MD 21031, (hereinafter referred to as "ASSIGNEE") its successors, assigns, nominees, or other legal representatives, the entire right, title and interest in and to the IMPROVEMENTS IN:

### MODULAR NECK FOR FEMUR REPLACEMENT SURGERY

invented by me and the application for United States Patent therefor, Serial No. 10/272,208 filed on October 15, 2002, and all original and reissued patents granted therefor, and all divisions, continuations, and continuations-in-part thereof, including the subject matter of any and all claims which may be obtained in every such patent, and the right to apply for and obtain patents, Utility Model Registrations and Inventor's Certificates in countries foreign to the United States, and in and to any Letters Patent, Utility Model Registration or Inventor's Certificate which may be granted thereon in such foreign countries, including all priority rights under the International Convention associated therewith for each country of the Union, and authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patent, Utility Model Registration or Inventor's Certificate to the said ASSIGNEE, its successors, assigns, nominees or other legal representatives, as assignee of the entire interest, and I covenant that I have full right to convey the entire interest herein assigned and that I have not executed and will not execute any agreement in conflict herewith, and agree that I will communicate to said ASSIGNEE, its successors, assigns, nominees or other legal representatives all facts known to me respecting said invention, whenever requested, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and that if and when said ASSIGNEE, its successors, assigns, nominees or other legal representatives desire to file a disclaimer relating thereto, I will, upon request, sign all lawful papers requisite for the filing of such disclaimer, and I further covenant and agree that I will, at any time upon request, do everything legally possible to aid said ASSIGNEE, its successors, assigns, nominees or other

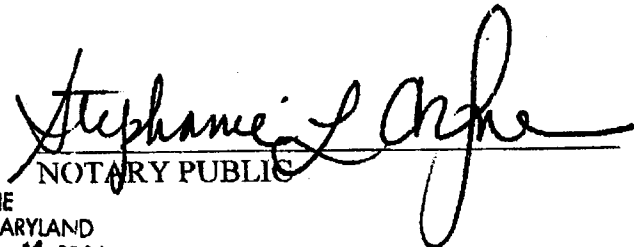
legal representatives, either in its or their own name, to apply for, obtain and enforce patent, Utility Model and/or Inventor's Certificate protection for said improvements in all countries, all without further consideration but at the expense of said ASSIGNEE, its successors, assigns, nominees, or other legal representatives, together with all claims for damages of past infringement of any letters patent with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of the successors, assigns or other legal representatives..

Executed at PHOENIX MD. 21131. this 12<sup>th</sup> day of APRIL, 2005.

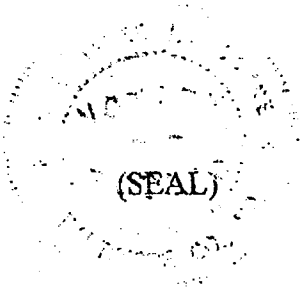
  
\_\_\_\_\_  
Ian P. Murray

State of Maryland )  
County of Baltimore ) SS:

Before me personally appeared said Ian P. Murray, who acknowledged the foregoing instrument to be his own free act and deed this 12<sup>th</sup> day of APRIL, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC

STEPHANIE L. COYNE  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires December 11, 2006



My commission expires \_\_\_\_\_

RMG/chb  
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