Form **PTO-1595** (Rev. 09/ 04) OMB No. 0651-0027 (exp. 6/30/2005)



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EET

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Name of conveying party(les)/Execution Date(s):	2. Name and address of receiving party(ies)
R. Donald Grafton	Name: ARTHREX, INC.
	Name: ARTHREX, INC.
Execution Date(s): October 19, 2004	Street Address:
Additional name(s) of conveying party(ias) attached? Yes X No	16
	401
3. Nature of Conveyance:	1370 Creekside Boulevard
X Assignment Merger	
Security Agreement Change of Name	City: Naples
Government Interest Assignment	State: Florida
Executive Order 9424, Confirmatory License	Country: United States of America Zip: 34108-1945
Other	Additional name(s) & address(es) Yes X No
	attached:
4. Application or patent number(s):	This document is being filed together with a new application.
A. Patent Application No.(s)	B. Patent No.(s)
101970355 Additional numbers attached?	Yes X No
Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Stephen A. Soffen DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: Atty. Dkt.: A8130.0399/P399	X Authorized to be charged by credit card
Street Address: 2101 L Street NW	Authorized to be charged to deposit account  Enclosed
	None required (government interest not affecting title)
City: Washington	8. Payment Information
State: DC Zip: 20037-1526	a. Credit Card Last 4 Numbers 1008
Phone Number: (202) 828-4879	Expiration Date 02/28/06
Fax Number: (202) 887-0689	b. Deposit Account Number
Email Address: SoffenS@DSMO.com	Authorized User Name
9. Signature:	October 22, 2004 Date
Stephen A. Soffen - 31,063	Total number of pages including cover 5
Name of Person Signing	sheet, attachments, and documents:

10/25/2004 EAREGAY1 00000088 10970380

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DSMDB.1838519.1

## ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, by R. Donald Grafton (hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in HIGH STRENGTH SUTURE TAPE, set forth in a Patent 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 1370 Creekside Boulevard, Naples, Florida 34108 (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.

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PATENT REEL: 015917 FRAME: 0528 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 Patent 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.

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PATENT REEL: 015917 FRAME: 0529 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

Gary M. Hoffman	26,411	Ryan H. Flax	48,141	Stephen A. Soffen	31,063
Thomas J. D'Amico	28,371	Richard LaCava	41,135	Ellen S. Tao	43,383
Donald A. Gregory	28,954	Arthur M. Lieberman	20,042	Gary L. Veron	39,057
James W. Brady, Jr.	32,115	John C. Luce	34,378	Steven I. Weisburd	27,409
Jon D. Grossman	32,699	Peter McGee	35,947	Peter Zura	48,196
Mark J. Thronson	33,082	Edward A. Meilman	24,735	Jeremy A. Cubert	40,399
Eric Oliver	35,307	Keith D. Nowak	27,367	Gianni Minutoli	41,198
Laurence E. Fisher	37,131	Elizabeth Parsons	52,499	Michael Bergman	42,318
Deanna Allen	46,516	William E. Powell, III	39,803	Salvatore P. Tamburo	45,153
Ian R. Blum	42,336	Steven S. Rubin	43,063	Peter A. Veytsman	45,920
Gabriela I. Coman	50,515	Michael J. Scheer	34,425	Christopher S. Chow	46,493
Catherine A. Ferguson	40,877				

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

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PATENT REEL: 015917 FRAME: 0530 R. Donald Graft of 10/11/04

United States of An	nerica	)		
State of County of		) ss.: )		
On this	day of		,	, before me
personally came R. Doni		ald Grafton, to me		nown to be the individual
described in and who of the same.	no executed the	foregoing in	strument, and	d acknowledged execution
		;	Notary Public	