

12/30/07

EXPRESS MAIL NO. EV446881660US

Docket No.:

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

01-14-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REC



102920900

To the Director of the United States Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s).Pamela C. Guzmán
Michael A. Wack

Execution Date(s): 6/20/02 and 6/13/02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other _____

2. Name and address of receiving party(ies)

Name: DePuy Products, Inc.

Internal Address: _____

Street Address: 700 Orthopaedics Drive

City: Warsaw

State: IN

Country: USA Zip: 46581

Additional name(s) & address(es) attached? ☐ Yes ☒ No**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)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Shawn D. Bauer

Internal Address: BARNES & THORNBURG LLP

Street Address: 11 S. Meridian Street

City: Indianapolis

State: IN Zip: 46204

Phone Number: (317) 231-7313

Fax Number: (317) 231-7433

Email Address: sbauer@btlaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☒ Enclosed
- ☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 10-0435

Authorized User Name Barnes & Thornburg LLP

9. Signature:

Signature

30 Dec 2004
Date

Shawn D. Bauer

Name of Person Signing

Total number of pages including cover

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01/06/2005 HDEMESS1 00000036 11027135

01 FC:8021

40.00 DP

PATENT
REEL: 016146 FRAME: 0125

PROVISIONAL/PCT PATENT APPLICATION
ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 14291-70941

Client Reference No.: DEP-728PCT

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) Pamela C. GUZMAN, and
Michael A. WACK.

Check applicable boxes and enter serial number and date if available maker(s) of an invention which is the subject of a ☐ United States Provisional Patent Application identified as Serial No. _____ with a filing date of _____ and/or a ☒ PCT International Application filed May 24, 2002, entitled

Title of Application MINIMALLY INVASIVE ORTHOPAEDIC APPARATUS AND METHODS
hereinafter (the "Application(s)")

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

Name of Assignee DEPUY PRODUCTS, INC.

Address of principal place of business 700 Orthopaedic Drive
Warsaw, Indiana 46581

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of INDIANA

(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 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 Applications, and also to execute separate assignments in connection with such Applications 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), 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.

PROVISIONAL/PCT PATENT APPLICATION
ASSIGNMENT TO BUSINESS CONCERN

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 XXXXXXX New Jersey,
this 20th day of June, 2002.

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

Pamela C Guzman
Inventor (Signature) 20/06/02

Pamela C. GUZMAN
Inventor (Printed Name)

ACKNOWLEDGMENT

NEW JERSEY
STATE OF ~~INDIANA~~ }
MIDDLESEX }
COUNTY OF ~~KOSCIUSKO~~ } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 20 day of June 2002.

Elizabeth A. Kelly
Notary Public
ELIZABETH A. KELLY
NOTARY PUBLIC OF NEW JERSEY
Printed Name **Commission Expires 12/5/2005**

My Commission Expires: 12/5/2005

Resident of MIDDLESEX County

IN WITNESS WHEREOF, I have executed this assignment at Warsaw, Indiana,
this 13th day of June, 2002.

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

Michael A. Wack
Inventor (Signature)

Michael A. WACK
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 13th day of June, 2002.

Teresa A. Waites
Notary Public

TERESA A. WAITES
Printed Name

My Commission Expires: June 12, 2009

Resident of KOSCIUSKO County

PCT International Application Serial No.: PCT/US02/ 16505
International Filing Date: May 24, 2002

PROVISIONAL/PCT PATENT APPLICATION
ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.:
Client Reference No.:

14291-70941

DEP-728PCT

**This Copy Is Provided For
37 CFR 3.73 (b)
Purposes Only--DO NOT RECORD**

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)

Dale R. SCHULZE, Garv W. KNIGHT
Christopher J. HESS, Rudolph H. NOBIS
Michael F. CLEM and
Ronald J. KOLATA

Check applicable
boxes and enter serial
number and date
if available

maker(s) of an invention which is the subject of a ☐ United States Provisional Patent Application
identified as Serial No. _____ with a filing date of _____ and/or
a ☒ PCT International Application filed May 24, 2002, entitled

Title of
Application

MINIMALLY INVASIVE ORTHOPAEDIC APPARATUS AND METHODS
hereinafter (the "Application(s)")

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

Name of
Assignee

ETHICON ENDO-SURGERY, INC.

Address of
principal
place of
business

4545 Creek Road
Cincinnati, Ohio 45242

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

a corporation of OHIO

(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 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 Applications, and also to execute separate assignments in connection with such Applications 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), 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.

PROVISIONAL/PCT PATENT APPLICATION
ASSIGNMENT TO BUSINESS CONCERN

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 Cincinnati, Ohio,
this 17th day of June, 2002.

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

Dale R. Schulze
Inventor (Signature)

Dale R. SCHULZE
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF HAMILTON } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 17th day of June, 2002.

State of: Ohio
County of: Hamilton

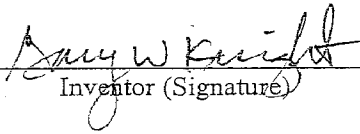
Patricia Anne Jara
Notary Public
PATRICIA ANNE JARA
Notary Public, State of Ohio
My Commission Expires Sept. 22, 2003
Printed Name

My Commission Expires: _____

Resident of Butler County

IN WITNESS WHEREOF, I have executed this assignment at Cincinnati, Ohio.
this 18th day of June, 2002.

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


Inventor (Signature)

Gary W. KNIGHT
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF HAMILTON } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 18th day of June, 2002.

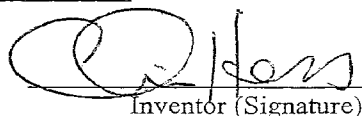

Notary Public

PATRICIA ANNE JARA
Notary Public, State of Ohio
Printed Name
My Commission Expires Sept. 22, 2003
Resident of _____ County

My Commission Expires: _____

IN WITNESS WHEREOF, I have executed this assignment at Cincinnati, Ohio.
this 17th day of June, 2002.

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



Inventor (Signature)

Christopher J. HESS
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF HAMILTON } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 17th day of June, 2002.


Notary Public

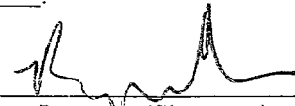
PATRICIA ANNE JARA
Notary Public, State of Ohio
Printed Name
My Commission Expires Sept. 22, 2003

My Commission Expires: _____

Resident of _____ County

IN WITNESS WHEREOF, I have executed this assignment at Cincinnati, Ohio.
this 17 day of June, 2002.

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



Inventor (Signature)

Rudolph H. NOBIS
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF HAMILTON } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 17th day of June, 2002.



Notary Public **PATRICIA ANNE JARA**
Notary Public, State of Ohio
My Commission Expires Sept. 22, 2003
Printed Name

My Commission Expires: _____

Resident of Sutler County

IN WITNESS WHEREOF, I have executed this assignment at Cincinnati, Ohio.
this 17th day of June, 2002.

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



Inventor (Signature)

Michael F. CLEM
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF HAMILTON } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 17th day of June, 2002.


Notary Public
PATRICIA ANNE JARA
Notary Public, State of Ohio
Printed Name
My Commission Expires Sept. 22, 2003
Resident of Sutler County

My Commission Expires: _____

INDS02 MJE 455775v1

IN WITNESS WHEREOF, I have executed this assignment at Cincinnati, Ohio,
this 18 day of June, 2002.

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

Ronald J. Kolata
Inventor (Signature)

Ronald J. KOLATA
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF OHIO }
COUNTY OF HAMILTON } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 18 day of June, 2002.

Patricia Anne Jara
Notary Public

PATRICIA ANNE JARA
Printed Name
Notary Public, State of Ohio
My Commission Expires Sept. 22, 2003
Resident of _____ County

My Commission Expires: _____

PCT International Application Serial No.: PCT/US02/16505
International Filing Date: May 24, 2002

INDS02 MJE 455775v1

RECORDED: 12/30/2004

PATENT
REEL: 016146 FRAME: 0133