·12/201	$\langle$
Form PTO-1595 (Rev. 09/04	₽ <b>/</b>

CMB No. 0651-0027 (exp. 6/30/2005)

EXPRESS MAIL NO. EV446881660US

ocket No.:

Г

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

1. Name of conveying party(ies)/Execution Date(s): Ethicon Endo-Surgery, Inc. 4545 Creek Road Cincinnati, OH 45242	2. Name and address of receiving party(ies)       0         Name:       DePuy Products, Inc.         Internal Address:       0
Execution Date(s): 8/6/02 Additional name(s) of conveying party(ies) attached? Yes X No	Street Address: 700 Orthopaedic Drive
3. Nature of conveyance:         Image: Ima	
<ul> <li>Security Agreement</li> <li>Change of Name</li> <li>Government Interest Assignment</li> </ul>	City: <u>Warsaw</u> State: <u>IN</u>
<ul> <li>Executive Order 9424, Confirmatory License</li> <li>Other</li> </ul>	Country:       USA       Zip: 46581         Additional name(s) & address(es) attached?       Yes       X
<ul><li>4. Application or patent number(s):</li></ul>	document is being filed together with a new application. B. Patent No.(s)
Additional numbers att 5. Name and address to whom correspondence concerning document should be mailed:	tached?  Yes X No 6. Total number of applications and patents
concerning document should be mailed: Name: Shawn D. Bauer	involved: 1
Name. Snawn D. Bauer	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: BARNES & THORNBURG LLP	<ul> <li>Authorized to be charged by credit card</li> <li>Authorized to be charged to deposit account</li> </ul>
Street Address:11 S. Meridian Street	
Street Address:11 S. Meridian Street	<ul> <li>Authorized to be charged to deposit account</li> <li>Enclosed</li> </ul>
Street Address:11 S. Meridian Street	<ul> <li>Authorized to be charged to deposit account</li> <li>Enclosed</li> <li>None required (government interest not affecting title)</li> </ul>
Street Address:11 S. Meridian Street	<ul> <li>Authorized to be charged to deposit account</li> <li>Enclosed</li> <li>None required (government interest not affecting title)</li> <li>8. Payment Information</li> </ul>
Street Address:11 S. Meridian Street         City: Indianapolis         State: IN       Zip: 46204	<ul> <li>Authorized to be charged to deposit account</li> <li>Enclosed</li> <li>None required (government interest not affecting title)</li> <li>8. Payment Information         <ul> <li>a. Credit Card Last 4 Numbers</li> </ul> </li> </ul>
Street Address:11 S. Meridian Street         City: Indianapolis         State: IN       Zip: 46204         Phone Number: (317) 231-7313	<ul> <li>Authorized to be charged to deposit account</li> <li>Enclosed</li> <li>None required (government interest not affecting title)</li> <li>8. Payment Information         <ul> <li>a. Credit Card Last 4 Numbers</li> <li>Expiration Date</li> </ul> </li> </ul>
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	<ul> <li>Authorized to be charged to deposit account</li> <li>Enclosed</li> <li>None required (government interest not affecting title)</li> <li>8. Payment Information         <ul> <li>a. Credit Card Last 4 Numbers</li> <li>Expiration Date</li> <li>b. Deposit Account Number</li> <li>10-0435</li> </ul> </li> </ul>
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         9. Signature:	<ul> <li>Authorized to be charged to deposit account</li> <li>Enclosed</li> <li>None required (government interest not affecting title)</li> <li>8. Payment Information         <ul> <li>a. Credit Card Last 4 Numbers</li> <li>Expiration Date</li> <li>b. Deposit Account Number</li> <li>10-0435</li> <li>Authorized User Name</li> <li>Barnes &amp; Thornburg LLP</li> </ul> </li> </ul>

01-14-2005

## ASSIGNMENT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Ethicon Endo-Surgery, Inc., an Ohio corporation, having an address of 4545 Creek Road, Cincinnati, OH 45242 (hereinafter "Assignor"), hereby assigns, sells, grants, assigns, sells, transfers, conveys, sets over and quitclaims, effective as of the execution date of this Assignment, to DePuy Products, Inc., an Indiana corporation, having an address of 700 Orthopaedic Drive, Warsaw, IN 46581 (hereinafter "Assignee"), its successors and assigns the entire rights, title and interests in and to the applications set forth below and made a part hereof; in and to the inventions covered by such applications and patents resulting therefrom; in and to any divisional, continuation, continuation-in-part, or reissue applications corresponding to such applications and patents and any reexamination of such patents and applications; in and to any foreign patents, including Canada, or patent applications corresponding thereto; and the right to claim priority based on the filing dates of such applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purpose; together with all claims for profits or damages due or accrued by reason of past, present, or future infringements of such patents and applications, with the right to sue for, and collect the same for, Assignee's own use and benefit, and for the benefit of Assignee's successors, assigns, and legal representatives. Assignor will without further compensation, perform such lawful acts and execute all further documents as Assignee may reasonably request to effectuate fully the assignment of such patents and applications.

Patent Application		
Serial. No.	Filing Date	Title

PCT/US02/16505 May 24, 2

May 24, 2002

MINIMALLY INVASIVE ORTHOPAEDIC APPARATUS AND METHODS

IN WITNESS WHEREOF, Assignor has caused this ASSIGNMENT to be signed by a duly authorized officer.

Dated this 6 day of Augus 2002.

IN WITNESS WHEREOF, Assignor has caused this ASSIGNMENT to be

signed by a duly authorized officer.

ETHICON ENDO-SURGERY, INC. (Assignor)

By:

Dean L. Garner, Assistant Secretary

ACKNOWLEDGMENT

SS:

STATE OF OHIO

) COUNTY OF HAMILTON )

Before me the undersigned, A Notary Public for said State and County,

personally appeared Dean L. Garner, Assistant Secretary of Ethicon Endo-Surgery, Inc., and acknowledged the execution of this instrument this  $\underline{\ell_{\mu}}^{\mu}$  day of  $\underline{\ell_{\mu}}^{\mu}$ , 2002.

Signature of Notary Public

<u>LIMBERLY MELISSA Mases</u> Printed Name of Notary Public

Residing in HAmel to ~ County

KIMBERLY MELISSA MOSES NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 09-23-06

My Commission Expires:

09-23-06

INDS02 MJE 462309v1

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

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Ethicon Endo-Surgery, Inc., an Ohio corporation, having an address of 4545 Creek Road, Cincinnati, OH 45242 (hereinafter "Assignor"), hereby assigns, sells, grants, assigns, sells, transfers, conveys, sets over and quitclaims, effective as of the execution date of this Assignment, to DePuy Products, Inc., an Indiana corporation, having an address of 700 Orthopaedic Drive, Warsaw, IN 46581 (hereinafter "Assignee"), its successors and assigns the entire rights, title and interests in and to the applications set forth below and made a part hereof; in and to the inventions covered by such applications and patents resulting therefrom; in and to any divisional, continuation, continuation-in-part, or reissue applications corresponding to such applications and patents and any reexamination of such patents and applications; in and to any foreign patents, including Canada, or patent applications corresponding thereto; and the right to claim priority based on the filing dates of such applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purpose; together with all claims for profits or damages due or accrued by reason of past, present, or future infringements of such patents and applications, with the right to sue for, and collect the same for, Assignee's own use and benefit, and for the benefit of Assignee's successors, assigns, and legal representatives. Assignor will without further compensation, perform such lawful acts and execute all further documents as Assignee may reasonably request to effectuate fully the assignment of such patents and applications.

ASSIGNMENT

Patent Application		
Serial. No.	Filing Date	Title

PCT/US02/16505

May 24, 2002

MINIMALLY INVASIVE ORTHOPAEDIC APPARATUS AND METHODS

IN WITNESS WHEREOF, Assignor has caused this ASSIGNMENT to be signed by a duly authorized officer.

## PATENT REEL: 016146 FRAME: 0156

Dated this 6 day of August 2002.

IN WITNESS WHEREOF, Assignor has caused this ASSIGNMENT to be signed by a duly authorized officer.

> ETHICON ENDO-SURGERY, INC. (Assignor)

By:

Garner, Assistant Secretary Dean L.

ACKNOWLEDGMENT

STATE OF OHIO SS: COUNTY OF HAMILTON )

Before me the undersigned, A Notary Public for said State and County, personally appeared Dean L. Garner, Assistant Secretary of Ethicon Endo-Surgery, Inc., and acknowledged the execution of this instrument this day of fugues \_, 2002.

Signature of Notary Public

My Commission Expires:

9-23-06

<u>LIMBERIY MELISSA Mosers</u> Printed Name of Notary Public

Residing in Hamulton \_ County

KIMBERLY MELISSA MOSES NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 09-23-06

INDS02 MJE 462309v1

## PATENT REEL: 016146 FRAME: 0157

**RECORDED: 12/30/2004**