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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bill J. Pope                      Troy Medford  
Richard H. Dixon              Dean C. Blackburn  
Jeffery K. Taylor              Victoriano Carvajal  
Clayton F. Gardinier

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment                      ☐ Merger  
☐ Security Agreement              ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 14, 2004

2. Name and address of receiving party(ies)

Name: DIAMICRON, INC.

Internal Address: \_\_\_\_\_

Street Address: 1186 South 1680 West

City: Orem State: Utah Zip: 84058

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

10/927,961

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel P. McCarthy

Internal Address: \_\_\_\_\_

Street Address: PARSONS BEHLE & LATIMER

201 South Main Street, Suite 1800

City: Salt Lake City State: Utah Zip: 84111

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0581

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel P. McCarthy

Name of Person Signing

Signature

March 14, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

401825.1

PATENT  
REEL: 016372 FRAME: 0062

# ASSIGNMENT

Title: "Carbides As A Substrate Material in Prosthetic Joints"

Serial Number: 10/927,961

Date Filed: August 28, 2004

Inventors: Bill J. Pope  
Richard H. Dixon  
Jeffery K. Taylor  
Clayton F. Gardinier  
Troy Medford  
Dean C. Blackburn  
Victoriano Carvajal

WHEREAS, the Inventors are the inventors of an invention or discovery referred to as the "Invention" which is described and claimed in the attached United States patent application ("Patent Application") and having the Title listed above;

WHEREAS, DIAMICRON, INC. ("Assignee") is desirous of acquiring all of the rights, title and interest in the Invention and the Patent Application:

NOW, THEREFORE, in return for good and valuable consideration, receipt of which is hereby acknowledged, the Inventors by these presents, do hereby sell, assign, and transfer unto Assignee all rights, title and interest in and to the following: (1) said Invention as described in the Patent Application, (2) the Patent Application, (3) any U.S. or foreign patent applications which claim priority to the Patent Application whether or not presently existing, (4) any U.S. or foreign patent applications which claim subject matter that is disclosed in the Patent Application, and (5) any letters patent issuing from any of said patent applications, and (6) all intellectual property (including patent rights, trade secrets and copyrights) in, to, or underlying said Invention. Said assignment is without any geographic limitation and shall include the United States of America and all foreign countries. All rights, title and interest in said Invention, said patent applications, any Letters Patent issuing from said patent applications, and said intellectual property are to be held and enjoyed by Assignee for its own use and behalf, and for that of its legal representatives and assigns, as fully and entirely as the same would have been held by the Inventors had this assignment not been made. Assignee shall be free to assign, license or otherwise exploit said Invention, said patent applications, any Letters Patent issuing from said patent applications, and said intellectual property.

AND the Inventors do further agree to sign all papers, make all rightful oaths and do all requisite acts for the filing of any disclaimer or for the filing and assignment of any other patent application (including utility, divisional, continuing, continuation-in-part, reissue

and foreign applications) based on the present patent application or said Invention. Any such other patent application is deemed to be part of the above assignment.

AND the Inventors do further represent and warrant that he has not executed or granted any assignment, license, covenant not to sue, or dedication to the public domain of any of said patent applications, the Invention, or said intellectual property, and that he has otherwise not granted any other rights which would be inconsistent with Assignee acquiring all right, title an interest in and to said patent applications, the Invention, and said intellectual property.

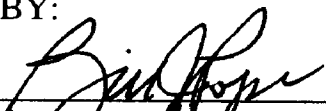
AND the Inventors do further agree to communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to said Invention as may be known to him, and to testify as to such facts in any prosecution, interference, enforcement proceeding or litigation related to the Invention.

AGREED TO AND ACCEPTED BY:

Inventor's Signature:

Inventor's Full Name (print):


Date:

  
Bill T. Pope  
8 Dec 2004

Inventor's Signature:

Inventor's Full Name (print):

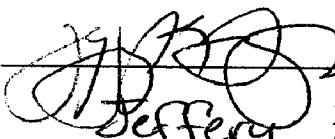
Date:

  
Richard H. Dixon  
11/2/04

Inventor's Signature:

Inventor's Full Name (print):

Date:

  
Jeffery K. Taylor  
12/14/04