

04-05-2005

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HDP Docket No. 5490-000478
Express Mail Label No. EV 570 162 627 US

To the Director of the U.S. Patents a



documents or the new address(es) below.

1. Name of conveying party(ies) Execution Date(s):

Dr. Jody Redepenning

102973128

2. Name and address of receiving party(ies)

Name: Biomet Manufacturing Corp.

Internal Address:

Street Address: 56 E. Bell Drive

City: Warsaw

State: Indiana

Country: USA Zip: 46581-0587

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

3. Nature of conveyance:

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)
5,458,863

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stephen J. Foss

Internal Address: Harness, Dickey & Pierce, P.L.C.

Street Address: P.O. Box 828

City: Bloomfield Hills

State: MI Zip: 48303

Phone Number : 248-641-1600

Fax Number: 248-641-0270

Email Address:

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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 08-0750

Authorized User Name _____

9. Signature :

March 30, 2005

Signature

Date

Richard W. Warner -Reg# 38,043

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

3

Name of Person Signing

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, V.A. 22313-1450

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PATENT
REEL: 016408 FRAME: 0858

ASSIGNMENT

Atty. Docket No. 5490-500000

Pursuant to the Assignment Agreement dated March 15, 2005 between Biomet Manufacturing Corp. and Dr. Jody Redepennig (Assignor), Assignor has an interest in the inventions entitled:

ELECTROCRYSTALLIZATION OF STRONGLY
ADHERENT BRUSHITE COATINGS ON PROSTHETIC ALLOYS;

ELECTROCRYSTALLIZATION OF STRONGLY
ADHERENT BRUSHITE COATINGS ON PROSTHETIC ALLOYS;

AND

COLD PROCESS FOR HYDROXYAPATITE COATING;

which are the subject of United States or International applications for patents

- (a) ☐ executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) ☐ executed on _____, _____, _____;
- (c) ☐ filed on _____, and assigned Serial No. _____ or PCT International Application No. _____;
- (d) ☒ U.S. Patent No. 5,413,693, issued May 9, 1995; U.S. Patent No. 5,310,464, issued May 10, 1994; and U.S. Patent No. 5,458,863, issued October 17, 1995; and
- (e) ☐ entitled above and naming the undersigned inventors in this provisional patent application; and

WHEREAS, Biomet Manufacturing Corp., an Indiana corporation, having a place of business at 56 E. Bell Drive, Warsaw, Indiana 46581-0587, hereinafter referred to as Assignee, is desirous of acquiring Assignor's interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said inventions as described in the aforesaid applications, said applications for patent and all Letters Patents therefor to be held and enjoyed by Assignee to the full end of the terms for which said Letters Patents are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the rights to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patents any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patents, or Letters Patents therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

ASSIGNMENT

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

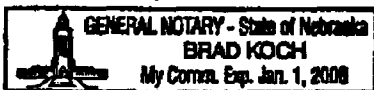
Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

Assignor hereby authorizes an attorney authorized to prosecute this patent application to insert here in parentheses (Application No. _____, filed _____) the filing date and application number of said application when known.

Dr. Jody Redepenning
Dr. Jody Redepenning

State of Nebraska)
County of Lancaster) ss.

On this 24 day of March, 2005, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.



(seal)

Brad Koch
Notary Public,
Lancaster County, State of Nebraska
My Commission Expires: 01/01/2006