

7-1-05

Form PTO-1595  
6-93  
OMB No. 0651-0011 (exp. 4/94)

07-13-2005



U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Pate

103039752

Original documents or copy thereof.

1. Name of conveying party(ies):  
  
Paul P. Lewis  
James M. Kennedy  
Phillip G. Withee  
  
Additional name(s) of conveying party(ies) attached?  
[ ] Yes [X] No

2. Name and address of receiving party(ies):  
Name: DePuy Products, Inc.  
  
Street Address: P.O. Box 988, 700 Orthopaedic Drive  
  
City: Warsaw, Indiana 46581-0988  
  
Country: United States of America  
Additional name(s) & address(es) attached? [ ] Yes [X] No

113268 U.S. PTO  
11/172719



070105

3. Nature of Conveyance:  
  
[X] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Other \_\_\_\_\_  
Execution Date(s): 11/21/2002, 11/22/2002 and 11/22/02  
respectively.

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 11/21/2002, 11/22/2002  
and 11/22/02 respectively.  
A. Patent Application No(s) | B. Patent No(s)

Additional numbers attached? [ ] Yes [X] No  
**Title: Modular Orthopaedic Implant Apparatus**  
**Docket No. 1671-0343**

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: Paul J. Maginot  
  
Internal Address: Maginot, Moore & Beck, LLP  
  
Street Address: Bank One Center/Tower  
111 Monument Circle  
Suite 3000  
City: Indianapolis State: IN Zip: 46204-5115

6. Total number of applications and patents involved  
1  
  
7. Total fee (37 CFR 3.41): \$ 40.00  
  
[X] Enclosed  
[ ] Authorized to be charged to deposit account  
  
8. Deposit Account number: 13-0014  
  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.  
  
Paul J. Maginot      Paul J. Maginot      July 1, 2005  
Name of Person Signing      Signature      Date  
Registration No. 34,984      Total number of pages including cover sheet, attachments and document 5

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

07/07/2005 DTESSEM1 00000084 11172719

04 FC:8021

40.00 DP

**PATENT**  
**REEL: 016727 FRAME: 0270**

ASSIGNMENT TO BUSINESS CONCERN

**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) Paul P. Lewis  
 of Inventor(s) James M. Kennedy  
Phillip G. Withee

maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application Modular Orthopaedic Implant Apparatus and Method

hereinafter (the Application(s))

which has been executed by the undersigned on

Date of signing of Application by each inventor \_\_\_\_\_ and \_\_\_\_\_

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, P.O. Box 988  
Warsaw, Indiana 46581-0988

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

(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 for 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 Application(s), and also to execute separate assignments in connection with such Application(s) 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), or 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.

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 the form as shall be approved by Assignee and to vest and confirm in Assignee 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 11:02 this 21 day of November, 2002.

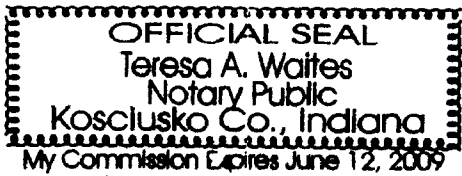
Outside the USA: \_\_\_\_\_  
Witnesses are required when acknowledgment before a Notary Public is not feasible. \_\_\_\_\_  
Witness

Paul P. Lewis  
Inventor (Signature)  
Paul P. Lewis  
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 21<sup>st</sup> day of November, 2002.



Teresa A. Waites  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County



