

10-03-2005



103092579

HDP Docket No. 5430-000320CPC
Express Mail Label No.

To the Director of the U.S. Patents and Trademark Office

Documents or the new address(es) below.

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

Donald H. Lee
Thomas J. Graham

Execution Date(s) August 1, 2005 & June 13, 2005

Additional name 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: 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

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

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

A. Patent Application No.(s)
10/999,297

B. Patent No.(s)

10/03/2005 DRYNE 00000045 10999297

01 FC:8021

40.00 GP

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

- ☐ 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:

Richard W. Warner
Signature

Sept. 27, 2005
Date

Richard W. Warner

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

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

EV 717 344 962 US

PATENT
REEL: 017035 FRAME: 0263

ASSIGNMENT

Atty. Docket No. 5490-000320/CPC

The undersigned, hereinafter referred to collectively as Assignor, has an interest in the invention entitled:

Method And Apparatus for Adjusting Height And Angle For A Radial Head

which is the subject of a United States or International application for patent

- (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 November 29, 2004, and assigned Serial No. 10/999,297 or PCT International Application No. _____;
- (d) ☐ U.S. Patent No. _____, issued _____, and
☐ presently assigned as evidenced at Reel _____, Frame _____; or
- (e) ☐ entitled above and naming the undersigned inventors in this provisional patent application; and

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 invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent 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 right 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 patent 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 patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

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. 10/999,297, filed November 29, 2004) the filing date and application number of said application when known.

ASSIGNMENT

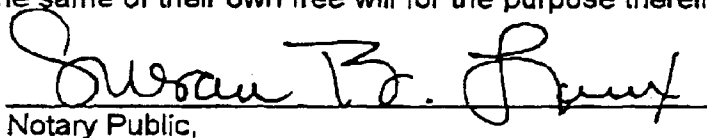
Atty. Docket No. 5490/000320/CPC



Donald H. Lee, Fourth Inventor or Assignor

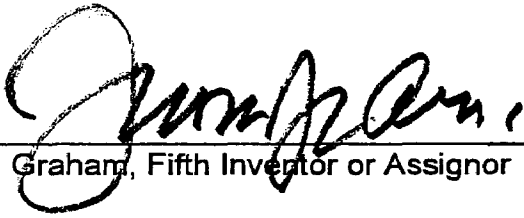
State of Tennessee)
County of Davidson) ss.

On this 1st day of August, 2006, 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.


Notary Public,Davidson County, State of Tennessee
MY COMMISSION EXPIRES:
My Commission Expires: March 21, 2009

ASSIGNMENT

Atty. Docket No. 5490/000320/CPC



Thomas J. Graham, Fifth Inventor or Assignor

State of MARYLAND)
County of BALTIMORE CITY) ss.

On this 13TH day of JUNE, 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.


Notary Public,

(seal)

BALTIMORE ^{CITY} County, State of MARYLAND

My Commission Expires: 10/1/07