

11-01-2005



HEET

HDP Docket No. 5490-000337/CPA  
Express Mail Label No. EV 717 344 769 US  
(10/25/2005)

103111141

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

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

Russell Parrott  
Nathan A. Winslow

Execution Date(s) 10/20/05 & 10/03/05

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

**2. Name and address of receiving party(ies)**

Name: Biomet Manufacturing Corp.

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

Street Address: 56 E. Bell Drive

City: Warsaw

State: IN

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)

10/28/2005 MBERHE 00000019 11258341

05 FC:8021

40.00 DP

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stephen J. Foss, Esq.

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: warner@hdp.com

**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 :**

Richard W. Warner

Signature

Richard W. Warner, Reg. No. 38,043

Oct. 25, 2005

Date

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

**PATENT**  
**REEL: 017147 FRAME: 0600**

# ASSIGNMENT

Atty. Docket No. 5490-000337/CPA  
B-492-CIP/BMT 6815

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

## EXTENDED ARTICULAR SURFACE RESURFACING 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 \_\_\_\_\_, and assigned Serial No. \_\_\_\_\_ 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

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 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. \_\_\_\_\_, filed \_\_\_\_\_) the filing date and application number of said application when known.

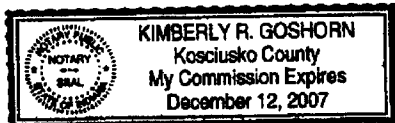
# ASSIGNMENT

Atty. Docket No. 5490-000337/CPA  
B-492-CIP/BMT 6815


  
\_\_\_\_\_  
Russell Parrott

State of INDIANA )  
County of KOSCIUSKO ) ss.

On this 20 day of OCTOBER, 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)

  
\_\_\_\_\_  
Notary Public,

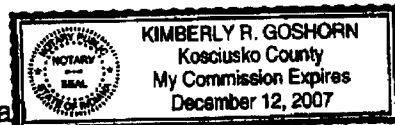
KOSCIUSKO County, State of INDIANA

My Commission Expires: DECEMBER 12, 2007

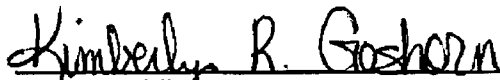
  
\_\_\_\_\_  
Nathan A. Winslow

State of INDIANA )  
County of KOSCIUSKO ) ss.

On this 3RD day of OCTOBER, 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)

  
\_\_\_\_\_  
Notary Public,

KOSCIUSKO County, State of INDIANA

My Commission Expires: DECEMBER 12, 2007