

02-16-2006



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COVER SHEET

LY

HDP Docket No. 5490-000031/CPI
Express Mail Label No. EV 717 343 984 US
(2/9/2006)

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

the attached documents or the new address(es) below.

2-9-06

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

David R. Brown
John R. White
Mark A. Bollinger
Brian M. May

Execution Date(s) February 3, 2006

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: 46582

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

112948 U.S. PTO
11/351227

020906

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):

A. Patent Application No.(s)

This document is being filed together with a new application.

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 _____

40.00 0p

9. Signature :

Richard W. Warner
Signature

Feb. 7, 2006
Date

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

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

02/14/2006 KBETEMAI 0000003 11351227

06 FC:8021

ASSIGNMENT

Atty. Docket No. 5490-000031/CPI
BMT 6996/B-054-CIP-CIP-CON-CON-CIP-CIP-CIP

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

INTRAMEDULLARY COMPLIANT FIXATION

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 46582, 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.

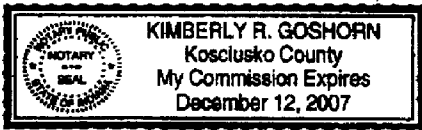
ASSIGNMENT

Atty. Docket No. 5490-000031/CPI
BMT 6996/B-054-CIP-CIP-CON-CON-CIP-CIP-CIP

David R. Brown
David R. Brown

State of INDIANA)
County of KOSCIUSKO) ss.

On this 3rd day of FEBRUARY, 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.



(seal)

Kimberly R. Goshorn
Notary Public

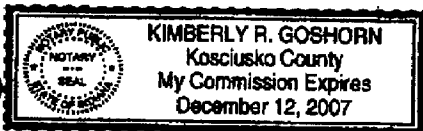
KOSCIUSKO County, State of INDIANA

My Commission Expires: DECEMBER 12, 2007

John R. White
John R. White

State of INDIANA)
County of KOSCIUSKO) ss.

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Kimberly R. Goshorn
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KOSCIUSKO County, State of INDIANA

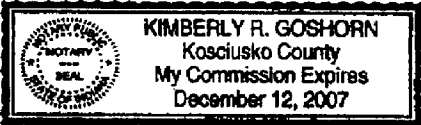
My Commission Expires: DECEMBER 12, 2007

ASSIGNMENT

Mark A. Bollinger
Mark A. Bollinger

State of INDIANA)
County of KOSCIUSKO) ss.

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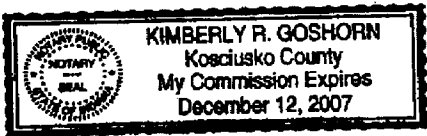
KOSCIUSKO County, State of INDIANA

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Brian M. May
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County of KOSCIUSKO) ss.

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