



03-08-2006



103193549

PATENTS ONLY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3-3-02

APPLICANT(S) : Kunio Ishikawa et al.

FOR : **BONE SUBSTITUTE MATERIAL FOR MEDICAL USE AND METHOD OF PRODUCING THE SAME**

SERIAL NO. : 10/562,711

FILED : December 23, 2005

ATTORNEY DOCKET NO. : TSUZ 2 00026

ASSIGNMENT RECORDATION FORM COVER SHEET

U.S. Patent and Trademark Office
MAIL STOP ASSIGNMENT SERVICES DIVISION
P.O. Box 1450
Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

Please record the attached documents.

- Name of Conveying Party(ies) : Execution Date(s):
Kunio Ishikawa : **December 7, 2005**
Shigeki Matsuya : **December 7, 2005**
Masaharu Nakagawa : **December 7, 2005**
Kouichi Udou : **December 7, 2005**
- Name and address of Receiving Party(ies):

Kyushu TLO Company Limited
6-10-1, Hakozaki, Higashi-ku
Fukuoka-shi, Fukuoka
812-8581 Japan

03/06/2006 WASFAW1 00000055 10562711

01 FC:8021

40.00 OF

PATENT
REEL: 017632 FRAME: 0477

3. Nature of conveyance:
- | | | | |
|-------------------------------------|--------------------|--------------------------|----------------|
| <input checked="" type="checkbox"/> | Assignment | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Other: _____ | | |

4. Application or patent number(s):

- ☒ This document is being filed together with a new application which was executed on _____.

A. Patent Application No.(s)

B. Patent No.(s)

10/562,711

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

Jay F. Moldovanyi, Esq.
Fay, Sharpe, Fagan, Minnich & McKee, LLP
1100 Superior Avenue, Seventh Floor
Cleveland, OH 44114-2579
Phone Number: 216-861-5582
Fax Number: 216-241-1666
Email Address: jmoldovanyi@faysharpe.com

6. Total number of applications and patents involved: 1

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

- ☒ Payment for the filing of this Assignment is authorized to be charged to a Credit Card. The appropriate form PTO-2038 is enclosed for this purpose. **If the Credit Card is unable to be charged, please charge any and all fees or credit any overpayment to Deposit Account No. 06-0308.**

8. 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.
9. Total number of pages including cover sheet, attachments, and documents enclosed: 5.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

February 28, 2006

Date


Jay F. Moldovanyi, Reg. No. 29,678
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2579
216-861-5582

CERTIFICATE OF MAILING OR TRANSMISSION

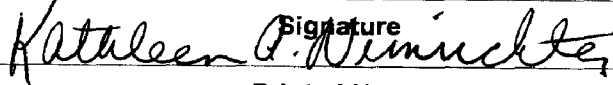
- I certify that this Assignment Recordation Form Cover Sheet and accompanying document(s) are being
- ☒ deposited with the United States Postal Service as First Class mail under 37 C.F.R. § 1.8, addressed to U.S. Patent and Trademark Office, MAIL STOP ASSIGNMENT SERVICES DIVISION, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.
- ☐ transmitted to the U.S. Patent and Trademark Office, Assignment Services Division on the date indicated below to facsimile number 571-273-0140.
- ☐ deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated below and is addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.

Express Mail Label No.:

Date

February 28, 2006

Signature



Printed Name

Kathleen A. Nimrichter

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/We, the undersigned,

Kunio ISHIKAWA, Shigeki MATSUYA, Masaharu NAKAGAWA, and Kouichi UDOU

who has/have created a certain invention for which an application for United States Letters Patent has been

☐ executed concurrently herewith

☐ executed on _____

☒ filed 22 June 2004; Serial No. PCT/JP2004/008738

and is entitled


BONE SUBSTITUTE MATERIAL FOR MEDICAL USE AND METHOD OF PRODUCING THE SAME

Do hereby sell, assign and transfer to Kyushu TLO Company Limited, a corporation of the State/Country of Japan having a place of business at 6-10-1, Hakozaeki, Higashi-ku, Fukuoka-shi, Fukuoka 812-8581, Japan, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions agreements, acts, and treaties;

Agree that Kyushu TLO Company Limited, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assigned, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

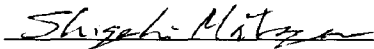
Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature(s) on the date(s) indicated below.



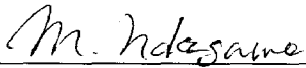
Name: Kunio ISHIKAWA

Date December 7, 2005



Name: Shigeki MATSUYA

Date December 7, 2005



Name: Masaharu NAKAGAWA

Date December 7, 2005



Name: Kouichi UDOU

Date December 7, 2005