

06-07-2006



HDP Docket No. 5490-000547
Express Mail Label No. EV 853 856 437 US
(5/31/2006)

103252633

To the Director of the U.S. Patents and T

Documents or the new address(es) below.

5-31-06

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

Robert Metzger
Duke A. Fox

Execution Date(s) May 25, 2006 & May 24, 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: Indiana

Country: USA Zip: 46581-0587

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

112959 U.S. PTO
11/44268

053106

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)

06/02/2006 SSESHE1 00000027 11444268

05 FC:8021

(40.00 DP)

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 _____

9. Signature :

Richard W. Warner
Signature

May 31, 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 (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

Atty. Docket No. 5490-000547
BMT 7481(A) (B-834)

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

PROSTHESIS AND IMPLEMENTATION SYSTEM

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 an 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 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

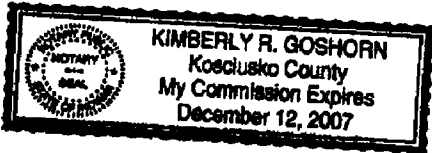
Robert Metzger

Robert Metzger
First Inventor or Assignor

State of INDIANA)
County of KOSCIUSKO) ss.

On this 25TH day of MAY, 2006, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public Kimberly R. Goshorn



Acting in the County Of KOSCIUSKO

State Of INDIANA

My Commission Expires DECEMBER 12, 2007

Duke A. Fox

Duke A. Fox
Second Inventor or Assignor

State of INDIANA)
County of KOSCIUSKO) ss.

On this 24 day of MAY, 2006, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public Kimberly R. Goshorn



Acting in the County Of KOSCIUSKO

State Of INDIANA

My Commission Expires DECEMBER 12, 2007