

09-14-2006



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

9-8-06

1. Name of conveying party(ies)

Hai H. Trieu

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

2. Name and address of receiving party(ies)

Name: WARSAW ORTHOPEDIC, INC.

Internal Address: _____

Street Address: 2500 Silveus Crossing

City: Warsaw

State: IN

Country: USA Zip: 46581

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

112955 U.S. PTO
11/517693

090806

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 6, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Atty Docket No.: 7077-P25299

Additional numbers attached? Yes No

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

Name: John R. Schell

Internal Address: _____

Street Address: 5914 West Courtyard Drive, Suite 200

City: Austin

State: TX Zip: 78730

Phone Number: 512-439-7100

Fax Number: 512-439-7199

Email Address: jschell@larsonnewman.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 50-3797

Authorized User Name John R. Schell

1157693
0000044 503797
40.00 PA

9. Signature:

[Signature]
Signature

9-8-06
Date

John R. Schell, Reg. No.: 50,776
Name of Person Signing

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

09/13/2006 NJM/RI
01 0021

ASSIGNMENT OF INVENTION

For good and valuable consideration, the receipt of which is hereby acknowledged,
I, an Assignor named below,

Hai H. Trieu of Cordova, TN 38016, USA

hereby sell, assign and transfer to

ASSIGNEE: **WARSAW ORTHOPEDIC INC.**, an Indiana Corporation, having a principal place of business at 2500 Silveus Crossing, Warsaw, IN 46581, USA,

its successors, assigns and legal representatives, my entire right, title and interest throughout the world, including all rights to claim priority, in and to the invention disclosed in:

- U.S. Patent Application executed on or about the date of this Assignment,
- U.S. Patent Application executed on _____, or
- U.S. Provisional Application
- U.S. Application No.: _____, filed on _____
- International Application No.: PCT/_____, filed on _____

ENTITLED: **CONTROLLED RELEASE SYSTEMS AND METHODS FOR OSTEAL GROWTH**, and naming as

INVENTOR(S): *Hai H. Trieu*

("Invention") including without limitation, my entire right, title and interest in and to any and all United States and foreign applications (including international, regional and foreign national applications) for said Invention, including divisions, continuations, continuations-in-part, utility models, industrial designs, renewals, substitutes and extensions thereof, and in and to any and all patents, invention registrations, or other forms of protection ("Patents") of every country or region that may be granted or have been granted for said Invention, including any reissues and reexaminations thereof.

To comply with 37 C.F.R. § 3.21 for recording this Assignment, I authorize and request that the application number and filing date be inserted here, if not already shown above,
(____/____, filed _____) when they become known.

I authorize Assignee to apply for patents in foreign countries for said Invention, and to claim all rights of priority without further authorization from me.

I agree that, upon request and without further compensation, but at no expense to me, I and/or my legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any Patents granted for said Invention in the United States and throughout the world.

ASSIGNMENT OF INVENTION

I hereby covenant that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

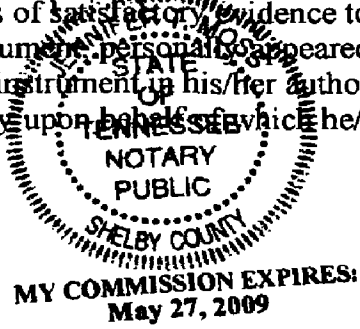
I authorize and request the Director of the United States Patent and Trademark Office and agencies, departments, or other similar offices and officials of all foreign countries to issue any Patents granted for said Invention, whether on said application or on any subsequently filed divisional, continuation, continuation-in-part, reexamination, reissue or other application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Invention.

Executed on Sept. 6, 2006 by Hai H. Trieu
Hai H. Trieu

----- Notary Use Below -----

State of Tennessee
County of Shelby

On Sept. 6, 2006, Hai H. Trieu, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument, personally appeared before me and acknowledged to me that he/she executed this instrument in his/her authorized capacity, and that by his/her signature, he/she or the entity upon behalf of which he/she acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary