

Form PTO-1595 (Rev. 07/05)  
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## RECORDATION FORM COVER SHEET PATENTS ONLY

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

### 1. Name of conveying party(ies)

Neil Beals  
Jeffrey L. Scifert  
Vanja M. King

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

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

Execution Date(s) October 16, 2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 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

### 4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/494,237

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Vyacheslav Vasilyev

Internal Address: Fox Rothschild LLP

Street Address: 997 Lenox Drive, Bldg. #3

City: Lawrenceville

State: NJ Zip: 06646

Phone Number: 609-844-3021

Fax Number: 609-896-1469

Email Address: vvasilyev@foxrothschild.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 50-1943

Authorized User Name Vyacheslav Vasilyev

### 9. Signature:

Vasilyev

Signature

10/17/06

Date

Vyacheslav Vasilyev

Name of Person Signing

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

3

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 1460, Alexandria, V.A. 22313-1460

CH \$40.00 501943 11494237

### ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR(S):

Name	Address
Beals, Neil	100 Morningside Place, Memphis, TN 38104, USA
Scifert, Jeffrey L.	6764 Hare Run Lane, Arlington, TN 38002, USA
King, Vanja M.	1400 Carr Avenue, Memphis, TN 38104

hereby sells, assigns and transfers to

ASSIGNEE:

Name	Address
Warsaw Orthopedic, Inc.	2500 Silveus Crossing, Warsaw, IN 46581

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

#### RELEASE OF BMP, BIOACTIVE AGENTS AND/OR CELLS VIA A PUMP INTO A CARRIER MATRIX

invented by BEALS, et al [INVENTOR(S)] and which is found in

- ☐ the U.S. patent application executed on even date herewith;
- ☐ the U.S. patent application executed on \_\_\_\_\_;
- ☒ the U.S. patent application no. 11/494,237 filed on July 27, 2006;
- ☐ the U.S. patent no. \_\_\_\_\_ issued on \_\_\_\_\_;

and, in and to all Letters Patent, both foreign and domestic, to be obtained for said invention by the above application or any continuation, division, renewal, continuation-in-part or substitute thereof, and as to Letters Patent and any reissue or re-examination thereof, and to any legal equivalent thereof in a foreign country, including, the right to apply for patents and inventor certificates in respect thereof, the right to claim priority, and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of the invention.

ASSIGNOR(S) hereby authorizes ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR(S) further covenants and agrees that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR(S), and that ASSIGNOR(S) will, at ASSIGNEE's expense, testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its assigns or its legal representatives, without further or additional consideration, any and all papers, instruments or affidavits required, render all necessary assistance, and do such additional acts as ASSIGNEE may deem necessary or desirable, to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE's sole use and benefit, and for the use and benefit of ASSIGNEE's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

The parties agree that the foregoing covenants and obligations shall bind and inure to the benefit of the heirs, assigns and legal representatives of both parties.

Name: Beals, Neil

Date: 10/12/06

Signature

State of Tennessee

County of Shelby

Before me this 12<sup>th</sup> day of October 2006, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

NOTARY  
MY COMMISSION EXPIRES:  
May 22, 2009  
SHELBY COUNTY, TN

Notary Public

Name: Scifert, Jeffrey L.

Date: 10-12-06

Signature

State of Tennessee

County of Shelby

Before me this 12<sup>th</sup> day of October 2006, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

NOTARY  
PUBLIC  
AT  
LARGE  
SHELBY COUNTY, TN  
MY COMMISSION EXPIRES:  
August 21, 2007

Notary Public

Name: King, Vanja M.

Date: 10/13/06

Signature

State of Tennessee

County of Shelby

Before me this 13<sup>th</sup> day of October 2006, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

NOTARY  
PUBLIC  
AT  
LARGE  
SHELBY COUNTY, TN  
MY COMMISSION EXPIRES:  
August 21, 2007

Notary Public