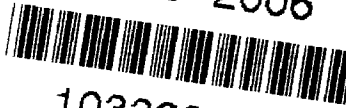


10-19-2006



103323877

HDP Docket No. 5490-000410/CPC  
Express Mail Label No. EV 757 778 105 US  
(10/11/2006)

To the Director of the U.S. Patents and Trademark Office: Please see

ments or the new address(es) below.

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

Jason D. Meridew September 28, 2006  
Adolph Lombardi October 3, 2006  
Keith Berend October 2, 2006  
Troy Hershberger September 28, 2006

Execution Date(s) See above

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

**3. Nature of conveyance:**

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

**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

**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 \_\_\_\_\_

**9. Signature :**

Richard W. Warner  
Signature

Oct. 11, 2006  
Date

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

Total number of pages including cover sheet, attachments, and documents 1

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

PATENT

REEL: 018415 FRAME: 0961

112963 U.S. PTO  
11/546500



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10/13/2006 00000072 11546500

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# ASSIGNMENT

Atty. Docket No. 5490-000410/CPC  
B-613-CIP-CIP-CIP/BMT 7470

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

## APPARATUS FOR USE OF POROUS IMPLANTS

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.

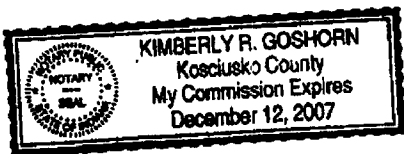
# ASSIGNMENT

Atty. Docket No. 5490-000410/CPC  
B-613-CIP-CIP-CIP/BMT 7470

Jason D. Meridew  
Jason D. Meridew

State of INDIANA )  
County of KOSCIUSKO ) ss.

On this 28 day of SEPTEMBER, 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

Adolph Lombardi  
Adolph Lombardi

State of Ohio )  
County of Franklin ) ss.

On this 3 day of October, 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.

MICHELE L. SIMONELLI  
Notary Public, State of Ohio  
My Commission Expires 3-20-07

(seal)

Michele L. Simonelli  
Notary Public,  
Columbus County, State of Ohio  
My Commission Expires: 3-20-07

# ASSIGNMENT

\_\_\_\_\_  
Keith Berend

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

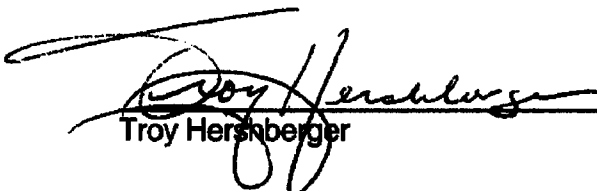
On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

\_\_\_\_\_  
Notary Public,

(seal)

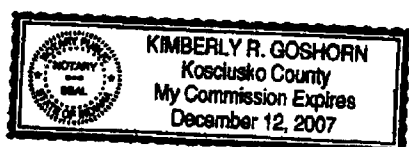
\_\_\_\_\_ County, State of \_\_\_\_\_

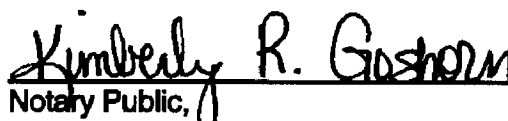
My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_  
Troy Hersberger

State of INDIANA )  
County of KOSCIUSKO ) ss.

On this 28 day of SEPTEMBER, 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) 

  
\_\_\_\_\_  
Notary Public,

KOSCIUSKO County, State of INDIANA

My Commission Expires: DECEMBER 12, 2007

# ASSIGNMENT

Atty. Docket No. 5490-000410/CPC  
B-613-CIP-CIP-CIP/BMT 7470

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- (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
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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.

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# ASSIGNMENT

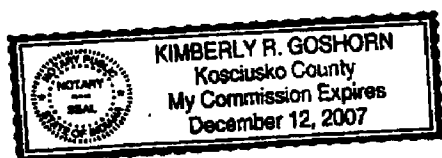
Atty. Docket No. 5490-000410/CPC  
B-613-CIP-CIP-CIP/BMT 7470

J. Meridew  
Jason D. Meridew

State of INDIANA )  
County of KOSCIUSKO ) ss.

On this 28 day of SEPTEMBER, 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

Adolph Lombardi

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 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)

\_\_\_\_\_  
Notary Public,

\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ASSIGNMENT

Keith Berend  
Keith Berend

State of Ohio )  
County of Franklin ) ss.

On this 2 day of October, 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.

**MICHELE L. SIMONELLI**  
Notary Public, State of Ohio  
My Commission Expires 3-20-07

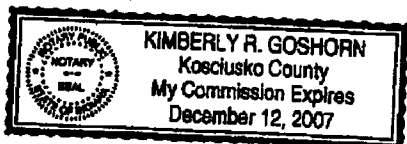
(seal)

Michele Simonelli  
Notary Public,  
Champaign County, State of Ohio  
My Commission Expires: 3/20/07

Troy Hershberger  
Troy Hershberger

State of INDIANA )  
County of KOSCIUSKO ) ss.

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(seal)

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KOSCIUSKO County, State of INDIANA  
My Commission Expires: DECEMBER 12, 2007