

12-04-2006

Form PTO-1595
6-93
OMB No. 0651-0011 (exp. 4/94)

U.S. Department of Commerce
Patent and Trademark Office



ET

To the Honorable Commissioner

103343675

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Larry McCleary
Jonathan Carr
Joel Rhoades
David Daniels

2. Name and address of receiving party(ies):

Name: DePuy Products, Inc.
Street Address: 700 Orthopaedic Drive, P.O. Box 988
City: Warsaw, Indiana

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

Country: United States of America
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date(s): November 27, 2006

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

If this document is being filed together with a new application, the execution date of the application is November 28, 2006

A. Patent Application No(s)

B. Patent No(s)

Additional numbers attached? Yes No

Title: **Modular Proximal Body Trial**

MMB Docket No. **1671-0405**

J & J Reference: **DEP5849USNP**

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

Name: Paul J. Maginot

Internal Address: Maginot, Moore & Beck, LLP

Street Address: Chase Tower

111 Monument Circle

Suite 3250

City: Indianapolis State: IN Zip: 46204-5109

6. Total number of applications and patents involved

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number: 13-0014

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

James D. Wood
Name of Person Signing
Registration No. 43,285

/James D. Wood/
Signature

November 28, 2006
Date

Total number of pages including cover sheet, attachments and document 6

Mail documents to be recorded with required cover sheet information to:
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Director of the U.S. Patent and Trademark Office

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17224 U.S. PTO
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112930 U.S. PTO
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112806

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) Larry McCleary, Jonathan Carr, Joel Rhoades, and David Daniels

maker of an invention which is the subject of a United States Patent application entitled

Title of Application Modular Proximal Body Trial

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee DePuy Products, Inc.

Address of principal place of business P.O. Box 988, 700 Orthopaedic Drive
Warsaw, Indiana 46581-0988

Insert State of Incorporation Indiana
 (if applicable)
 or "Not Applicable"

(hereinafter designated as the Assignee) their entire right, title, and interest in, to and under the Application(s), including all priority rights for the United States and for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada and Mexico, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such Application(s), and also to execute separate assignments in connection with such Application(s) as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), or reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting or following from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at Warsaw, Indiana this 27 day of November, 2006.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible. _____
Witness

Larry McCleary
Inventor (Signature)
Larry McCleary
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Kosciusko } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 27th day of November, 2006.

Nancy Williams
Notary Public
NANCY WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
KOSCIUSKO COUNTY
MY COMMISSION EXPIRES JUNE 21, 2008

My Commission Expires: 6/21/2008

Resident of Kosciusko County

IN WITNESS WHEREOF, I have executed this assignment at Wawawai, Indiana this 27th day of November, 2006.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible.
Witness _____
Witness _____

[Signature] 11-27-06
Inventor (Signature)
Jonathan Carr
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Kosciusko } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 27th day of November, 2006.

Nancy Williams
Notary Public

NANCY WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
Printed Name: KO SCOTT
MY COMMISSION EXP. JUNE 21, 2008
Resident of Kosciusko County

My Commission Expires: 6/21/2008

IN WITNESS WHEREOF, I have executed this assignment at Warsaw, Indiana this 27th day of November, 2006.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible. _____
Witness

Joel Rhoades
Inventor (Signature)

Joel Rhoades
Inventor (Printed Name)

ACKNOWLEDGMENT

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COUNTY OF Kosciusko } SS:

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Nancy Williams
Notary Public

NANCY WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
KOSCIUSKO COUNTY
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Outside the USA: _____
Witnesses are _____
required when _____
acknowledgment _____
before a Notary _____
Public is not _____
feasible. _____
Witness

David Daniels
Inventor (Signature)

David Daniels
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Kosciusko } SS:

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Nancy Williams
Notary Public

NANCY WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
Printed Name
KOCSIUSKO COUNTY
MY COMMISSION EXP. JUNE 21, 2008
Resident of Kosciusko County

My Commission Expires: 6/21/2008