

12-07-2006



HEET

HDP Docket No. 5490-000455
Express Mail Label No. EV 757 778 445 US
(11/30/2006)

103345648

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

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

Jacy C. Hoepfner November 15, 2006
Timothy J. Blackwell October 9, 2006
John A. Repicci November 14, 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: 46581-0587

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

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

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

A. Patent Application No.(s)

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

Nov. 30, 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

12/04/2006 JBALINAN 00000048 11607109

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40.00 DP

PATENT
REEL: 018662 FRAME: 0911

ASSIGNMENT

Atty. Docket No. 5490-000455
B-762/BMT 6658

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

ARTHROSCOPIC UNICOMPARTMENTAL KNEE IMPLANTATION SYSTEM AND RELATED METHOD

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 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. 5490-000455
B-762/BMT 6658

TIMOTHY JON BLACKWELL
Timothy J. Blackwell
Timothy J. Blackwell - First Joint Inventor

10/09/2006
Dated

First Witness

Dated

Second Witness

Dated

Timothy J. Blackwell
Timothy J. Blackwell - First Joint Inventor or Assignor

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, 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,

(seal)

Acting in the County Of

State Of

My Commission Expires


ASSIGNMENT

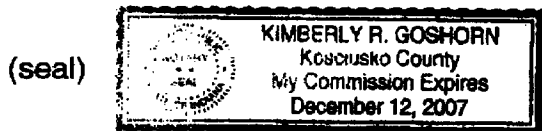


Jacy C. Hoepfner - Second Joint Inventor or Assignor

State of INDIANA)
County of KOSCIUSKO) ss.

On this 15TH day of NOVEMBER, 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



KOSCIUSKO
Acting in the County Of

INDIANA
State Of

DECEMBER 12, 2007
My Commission Expires

ASSIGNMENT

John A. Repicci
John A. Repicci - Third Joint Inventor or Assignor

State of New York)
County of Erie) ss.

On this 14 day of November, 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.

Carol M. Pinto Marques
Notary Public,

Acting in the County Of Erie

State Of New York

My Commission Expires 8-31-09

(seal)

CAROL M. PINTO MARQUES
Notary Public, State of New York
Qualified in this County
My Commission Expires August 31, 2009