

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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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)

William F. McKay

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

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

Execution Date(s) December 13, 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):

A. Patent Application No.(s)  
11/403,733

☐ This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gerard P. Norton

Internal Address: Fox Rothschild LLP

Street Address: 997 Lenox Drive, Bldg. #3

City: Lawrenceville

State: NJ Zip: 08648

Phone Number: 609-844-3020

Fax Number: 609-896-1469

Email Address: gnorton@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 Gerard P. Norton

### 9. Signature:

Gerard P. Norton

Signature

December 20, 2006

Date

Gerard P. Norton

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:  
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**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
McKay, William F.	3870 McElrie Cove, Memphis, TN 38133, USA

hereby sells, assigns and transfers to

ASSIGNEE:

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

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:

**DRUG DEPOT IMPLANT DESIGNS AND METHODS OF IMPLANTATION**

Invented by McKay, William F. (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. 11/403,733 filed on April 13, 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: McKay, William F.

William F. McKay Date: 12/13/06  
Signature

State of Tennessee  
County of Shelby

Before me this 13 day of Dec 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.

[Signature]  
Notary Public



**Fox Rothschild LLP**  
ATTORNEYS AT LAW

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997 Lenox Drive, Building 3  
Lawrenceville, NJ 08648-2311  
Tel 609.896.3600 Fax 609.896.1469  
www.foxrothschild.com

DATE: DECEMBER 20, 2006

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**FACSIMILE TRANSMITTAL SHEET**

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Assignment Division	U.S. Patent & Trademark Office	571-273-0140	571-272-3350
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☒ URGENT   ☐ FOR REVIEW   ☐ PLEASE COMMENT   ☐ PLEASE REPLY   ☐ FOR YOUR INFORMATION

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NOTES/COMMENTS:

U.S. Patent Serial No. 11/403,733; filed April 13, 2006; William F. McKay; for "Drug Depot Implant Designs and Methods of Implantation"

1. Recordation Form Cover Sheet (1 page)
2. Assignment (2 pages)

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**PATENT**

**RECORDED: 12/20/2006**

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