

01-30-2007



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To the Director of the U.S. Patent

103367684

documents or the new address(es) below.

1. Name of conveying party(ies)

Eric J. Semler
Katherine G. Truncale
Alex B. Callahan
Judith I. Yannariello-Brown

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

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

Execution Date(s) Jan. 8 & 9, 2007

- ☒ 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: Musculoskeletal Transplant Foundation

Internal Address:

Edison Corporate Center, Suite 300

Street Address: 125 May Street

City: Edison

State: New Jersey

Country: US Zip: 08837

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)

B. Patent No.(s)

01/25/2007 FHETEK11 00000035 11657042

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40.00 OP

Additional numbers attached? ☐ Yes ☒ No

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

Name: John S. Hale

Internal Address: Gipple & Hale

Street Address: 6665-A Old Dominion Drive

City: McLean

State: VA Zip: 22101

Phone Number: (703) 448-1770 x 304

Fax Number: (703) 448-7780

Email Address: gipple.hale@verizon.net

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 07-1340 *Only for

Authorized User Name John Hale Deficiencies*

9. Signature:

Signature

Date

John S. Hale, Gipple & Hale

Name of Person Signing

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

5

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

ASSIGNMENT

WHEREAS, I, ERIC J. SEMLER (hereinafter referred to as "assignor" and jointly as "assignors") depose and say that I am a citizen of the United States of American and an individual residing at 117 Orion Road, Piscataway, New Jersey 08854; KATHERINE G. TRUNCALE (hereinafter referred to as "assignor" and jointly as "assignors") depose and say that I am a citizen of the United States of American and an individual residing at 4 Riverview Terrace, Hillsborough, New Jersey 08844; ALEX B. CALLAHAN (hereinafter referred to as "assignor" and jointly as "assignors") depose and say that I am a citizen of the United States of American and an individual residing at 1050 Florida Grove Road, Apartment 26, Perth Amboy, New Jersey 08861; and JUDITH I. YANNARIELLO-BROWN (hereinafter referred to as "assignor" and jointly as "assignors") depose and say that I am a citizen of the United States of American and an individual residing at 79 Drake Road, Somerset, New Jersey 08873 and have invented certain new and useful improvements in a two piece cancellous construct for cartilage repair for which we have filed an application for United States Letters Patent executed even date herewith; entitled TWO PIECE CANCELLOUS CONSTRUCT FOR CARTILAGE REPAIR; and

WHEREAS, Musculoskeletal Transplant Foundation (hereinafter referred to as "Assignee") a corporation organized for not for profit under the laws of the District of Columbia, having a principal place of business at Edison Corporate Center, 125 May Street, Suite 300, Edison, New Jersey 08837, is desirous of acquiring our entire right, title, and interest in and to the said invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW THEREFORE, for and in consideration of five dollars (\$5.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors do hereby sell and assign to the said Assignee its successors and assigns, the entire right, title, and interest in and to the said invention and in and to the said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, and extensions thereof; and each Assignor hereby authorizes and requests the Commissioner of Patents to issue all patents for said invention, or patents resulting therefrom insofar as her or his interest is concerned, to the said Assignee of her or his entire right, title, and interest;


Assignors also hereby sell and assign to Assignee's successors and assigns, their foreign rights to the invention disclosed in said application, in all patent granting countries of the world,

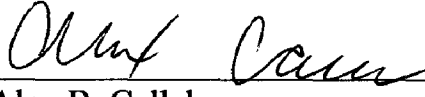
including the right to file applications and obtain patents for said invention in Assignee's own name in said countries and including all rights of priority in said countries under the terms of the International Convention for the Protection of Industrial Property, and Assignors further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights;


Each Assignor hereby further agrees that she or he will communicate to said Assignee or to its successors, assigns, and legal representatives, any facts known to her or him respecting any improvements, and at the expense of said Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue and substitute applications, make all lawful oaths, and generally do everything possible to aid said Assignee its successors, assigns, and nominees to obtain and enforce proper patent protection for said invention in all countries.

IN WITNESS WHEREOF, We have set our hand and seal this 8th day of January, 2006.


Eric J. Semler


Katherine G. Truncale


Alex B. Callahan


Judith I. Yannariello-Brown

STATE OF NEW JERSEY :
COUNTY OF MIDDLESEX : SS
:

On this 8th day of JANUARY, 2006, before me, a Notary Public, in

and for the aforesaid, personally appeared Eric J. Semler, to me known and known by me to be the person who signed and sealed this foregoing instrument, and he acknowledged the same to be his own free act and deed.

My commission expires July 28, 2008.

SEAL:

Pamela M. Tice
Notary Public

PAMELA M. TICE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/28/2008

STATE OF NEW JERSEY

:
: SS

COUNTY OF MIDDLESEX

On this 8th day of JANUARY, 2008⁷, before me, a Notary Public, in and for the aforesaid, personally appeared Katherine G. Truncale, to me known and known by me to be the person who signed and sealed this foregoing instrument, and he acknowledged the same to be his own free act and deed.

My commission expires July 28, 2008.

SEAL:

Pamela M. Tice
Notary Public

PAMELA M. TICE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/28/2008

STATE OF NEW JERSEY

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: SS

COUNTY OF

On this 9th day of JANUARY, 2008^{7 PT}, before me, a Notary Public, in and for the aforesaid, personally appeared Alex B. Callahan, to me known and known by me to be the person who signed and sealed this foregoing instrument, and he acknowledged the same to be his own free act and deed.

My commission expires July 28, 2008.

SEAL:

Pamela M. Tice
Notary Public

PAMELA M. TICE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/28/2008

STATE OF NEW JERSEY

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: SS
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COUNTY OF MIDDLESEX

On this 8th day of JANUARY, 2008[?], before me, a Notary Public, in and for the aforesaid, personally appeared Judith I. Yannariello-Brown, to me known and known by me to be the person who signed and sealed this foregoing instrument, and he acknowledged the same to be his own free act and deed.

My commission expires July 28, 2008.

SEAL:

Pamela M. Tice
Notary Public

PAMELA M. TICE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/28/2008