## 0 5733

# CH \$40.00

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Interpore Orthopaedics, Inc.	12/01/2005

#### **RECEIVING PARTY DATA**

Name:	Cell Factor Technologies, Inc.
Street Address:	56 East Bell Drive
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46581

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5733545

#### **CORRESPONDENCE DATA**

Fax Number: (248)641-0270

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (248) 641-1600 Email: ssteinke@hdp.com

Correspondent Name: HARNESS, DICKEY & PIERCE, P.L.C.

Address Line 1: P.O. Box 828

Address Line 2: Stephen J. Foss, Esq.

Address Line 4: Bloomfield Hills, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	5490-000498/CPA
NAME OF SUBMITTER:	Maria Comninou

**Total Attachments: 2** 

source=executed assignment 5490-000498CPA#page1.tif source=executed assignment 5490-000498CPA#page2.tif

PATENT REEL: 019215 FRAME: 0329

500265954

#### **ASSIGNMENT**

Atty. Docket No. 5490-000498/CPA Biomet Disclosure/Biomet File No. IPC 0060 (I-026-CIP)

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

#### PLATELET GLUE WOUND SEALANT

which	is the s	ubject 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

(4)	u	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)	$\boxtimes$	U.S. Patent No. $5.733.545$ , issued $03/31/1998$ , and $\square$ presently assigned as evidenced at Reel $010685$ , Frame $0968$ ; or
(e)		entitled above and naming the undersigned inventors in this provisional

WHEREAS, Cell Factor Technologies, Inc., 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. 08/607,515, filed 02/27/1996) the filing date and application number of said application when known.

### **ASSIGNMENT**

Atty. Docket No. 5490-000498/CPA Biomet Disclosure/Biomet File No. IPC 0060 (I-026-CIP)

Fely C New-	
Philip A. Mellinger	
Vice President & General Manager	
Interpore Orthopaedics, Inc.	
Assignor	
On this day of personally appeared the foregoing indivi	Deconocia, 2005, before me duals, who executed the foregoing instrument and who he same of their own free will for the purpose therein set Notary Public,
(seal)	My Commission Expires: 12/25/08
	0
	My Commission Expires: 12125   0 8
CORI SIMPSON Commission # 1538643 Notary Public - California	

**RECORDED: 04/26/2007**