

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EBI Medical Systems, Inc.	05/24/1999
RECEIVING PARTY DATA	
Name:	EBI, L.P.
Street Address:	100 Interpace Parkway
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5925004
Patent Number:	5984884
Patent Number:	4960135
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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:	5490-501929
NAME OF SUBMITTER:	Maria Comninou
Total Attachments: 2	

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**BILL OF ASSIGNMENT  
AND ASSUMPTION OF LIABILITIES**

THIS BILL OF ASSIGNMENT AND ASSUMPTION OF LIABILITIES ("Agreement"), dated as of the 24th day of May, 1999, is made and entered into by and between EBI Medical Systems, Inc., a Delaware Corporation (hereinafter the "Company"), and EBI, L.P., an Indiana limited partnership (hereinafter "EBI, L. P.").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby conveys, transfers, assigns, and delivers to EBI, L.P., and its successors and assigns, as a capital contribution under Section 4.1 of the Agreement of Limited Partnership for EBI, L.P., dated May 24, 1999 (the "Agreement of Limited Partnership"), and EBI, L.P. hereby receives, accepts, and assumes, all the assets and liabilities described on Exhibit A hereof (Capital Contribution") to have and to hold forever.


The Company hereby covenants and agrees to and with EBI, L.P., and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to EBI, L.P., and its successors or assigns, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be requested by EBI, L.P. in order to facilitate and evidence the conveyance, transfer, assignment and delivery, or to aid and assist in collecting or reducing to possession, any or all of the Company assets included within the Capital Contribution.

EBI, L.P. hereby covenants and agrees to and with the Company, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to the Company, and its successors or assigns, all such further acts, deeds, assumptions, powers of attorney and assurances as may reasonably be requested by the Company in order to facilitate the assumption by EBI, L.P. of the liabilities of the Company included within the Capital Contribution.

This Agreement is executed and delivered pursuant to, and shall be construed in accordance with, the terms of the Agreement of Limited Partnership, and shall be binding upon inure to the benefit of the respective successors and assigns of the Company and EBI, L.P..

IN WITNESS WHEREOF, the Company and EBI, L.P. have caused this Bill of Assignment and Assumption of Liabilities to be duly executed as of the date first above written.

**EBI, L.P..**

By:   
Daniel P. Mann, Secretary of  
EBI Holdings, Inc. acting in its capacity  
as General Partner of EBI, L.P.

**EBI Medical Systems, Inc.**

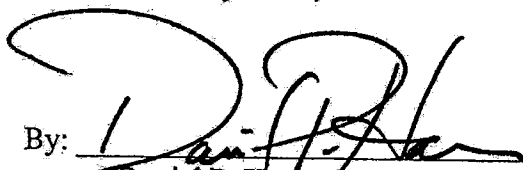
By:   
Daniel P. Mann, Secretary

Exhibit A

All real and personal property of EBI Medical Systems, Inc. and all liabilities of EBI Medical Systems, Inc., whether accrued, contingent or other, properly includable (whether or not reflected) under the following titles on the balance sheet of EBI Medical Systems, Inc. as of the close of business on May 31, 1999 (including, without limitation, accounts receivable, contract rights, computer software, equipment and machinery, files and records, intangible assets, intellectual property, inventory, licenses, permits, owned real property, leased real property, leased personal property, motor vehicles, and all cash, cash equivalents, and other assets of every kind, nature, character, and description, whether real, personal or mixed, and wherever situated) but specifically excluding all partnership interest of EBI L. P. owned by EBI Medical Systems, Inc. and all income tax liabilities of EBI Medical Systems, Inc.:

Accounts Payable  
Accounts Receivable  
Automobiles  
Buildings  
Building Improvements  
Cash  
Cash Equivalents  
Construction in Progress  
Deferred Assets  
Deposits  
Accumulated Depreciation  
Employee Withholdings  
Furniture and Fixtures  
Interest Payable  
Intangible Assets  
Inventory  
Land  
Land Improvements  
Leases  
Current and Accrued Liabilities  
Machinery and Equipment  
Prepays  
Long Term Debt and Notes Payable  
Receivables  
Other Assets  
Other Liabilities

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