

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**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**2. Name and address of receiving party(ies)**Name: Warsaw Orthopedic, Inc.

Internal Address: _____

Street Address: 2500 Silveus CrossingCity: WarsawState: INCountry: USA Zip: 46581Additional name(s) & address(es) attached? Yes No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) April 16, 2007

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)

11/734,618Filed: April 12, 2007

B. Patent No.(s)

Additional numbers attached? Yes No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Gerard P. NortonInternal Address: Fox Rothschild LLPStreet Address: 997 Lenox Drive, Bldg. #3City: LawrencevilleState: NJZip: 08648Phone Number: 609-844-3020Fax Number: 609-896-1469Email 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 Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 50-1943Authorized User Name Gerard P. Norton**9. Signature:**Gerard P. Norton
Signature

May 7, 2007

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:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 501943 11734618

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
William F. McKay	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 William F. McKay [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. 11/734,618 filed on April 12, 2007;
- 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,

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: William F. McKay William F. McKay Date: 4/16/07
Signature

State of Tennessee
County of Shelby

Before me this 16 day of April 2007, 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.

Jennifer T. Moss
Notary Public

