

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BHC LABORATORIES, INC.	05/30/1995

RECEIVING PARTY DATA

Name:	BIOMET, INC.
Street Address:	56 East Bell Drive
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46581

Name:	HERCULES INCORPORATED
Street Address:	1313 N. Market St., Hercules Plaza
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19895

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5807407
Patent Number:	5505984
Patent Number:	5163962
Patent Number:	5522904

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.

PATENT

500277193

REEL: 019287 FRAME: 0647

CH \$160.00 5807407

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
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NAME OF SUBMITTER:	Maria Comninou
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Total Attachments: 8

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JOINT VENTURE TERMINATION AGREEMENT

THIS JOINT VENTURE TERMINATION AGREEMENT (hereinafter called the "Agreement") effective as of the 30th day of May, 1995 between BIOMET, INC., an Indiana corporation (hereinafter called "BIOMET"), and HERCULES INCORPORATED, a Delaware corporation (hereinafter called "HERCULES").

WITNESSETH:

WHEREAS BIOMET and HERCULES, pursuant to a Joint Venture Agreement dated September 18, 1985 ("hereinafter called "JVA") formed a corporation under the laws of the State of Delaware known as BHC LABORATORIES, INC. (hereinafter called "BHC") in furtherance of the purposes of the JVA.

WHEREAS BIOMET and HERCULES, as the shareholders of BHC, now desire to terminate the JVA, and all amendments and agreements ancillary thereto, and to voluntarily dissolve and liquidate BHC in accordance with the relevant Delaware corporation laws and U.S. tax laws, and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, BIOMET and HERCULES agree as follows:

ARTICLE 1. TERMINATION

- 1.1 Subject to the terms and conditions stated in this Agreement the JVA, as amended, is hereby terminated; provided, however, that the following sections or articles thereof shall survive this termination: Section 4.4 entitled "Confidential Information"; Article VII entitled "Covenants Not to Compete"; Article IX entitled "Indemnification"; and Section 10.3 entitled "Events of Termination". Copies of these provisions are attached hereto as Exhibit I, incorporated herein by reference and made a part hereof. Provided, however,

that Article VII entitled "Covenants Not to Compete" shall not be construed to preclude the parties hereto from signing and performing the Supply Agreement between each other dated even date herewith. It is understood that the survival of Article IX entitled "Indemnification" means that the parties shall continue to share the liability risk, as between each other, of any product liability claims for products manufactured and sold by BHC prior to its dissolution. This is merely a mutual indemnification provision and does not create any right in any third parties.

1.2

Upon the dissolution of BHC affected by the filing of a Certificate of Dissolution in accordance with the Delaware General Corporation Law all agreements ancillary to the JVA between BHC and either of the parties hereto shall terminate.

ARTICLE 2. DISSOLUTION OF BHC

BIOMET and HERCULES shall take or cause to be taken all necessary and appropriate actions to dissolve and liquidate BHC in accordance with the provisions of Section 331 of the Internal Revenue Code of 1986, as amended; in accordance with the Delaware General Corporation Law; and in accordance with the "Plan of complete Liquidation and Dissolution of BHC Laboratories, Inc.", attached hereto as Exhibit II. It is the intent of the parties hereto to effectuate the legal dissolution of BHC by causing the filing of the appropriate Certificate of Dissolution of BHC in accordance with 8 Delaware Code Sections 103 and 275 on or before May 31, 1995.

ARTICLE 3. BHC PATENTS, PATENT APPLICATIONS

All patents and patent applications of BHC listed in Exhibit III shall be assigned to BIOMET and HERCULES jointly. The applications shall be completed, filed, and prosecuted, and the costs thereof shared equally by the parties hereto.

REDACTED

other provisions, rights, or elections; (ii) to affect the validity of this Agreement; or (iii) to preclude or prejudice the party for exercising the same or any other provisions, rights, or elections it may have under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth above.

BIOMET, INC.

By: *Garry L. England*
Name Printed: GARRY L. ENGLAND
Title: SR. V.P. - OPERATIONS

Address for Notices:

Biomet, Inc.
P. O. Box 587
Airport Industrial Park
Warsaw, IN 46580

Attention: _____
Telefax No.: _____

HERCULES INCORPORATED

By: *Brian J. Swetlin* X
Name Printed: Brian J. Swetlin
Title: Director, Corporate Research

Address for Notices:

Hercules Incorporated
Hercules Plaza
1313 N. Market Street
Wilmington, DE 19895-0001

Attention: _____
Telefax No.: _____

EXHIBIT III

Patents and Patent Applications to be Assigned

Confidential

BHC DOCKET (U.S.)						
CASE	TITLE	SERIAL NO.	PATENT NO.	FILING DATE	COMMENTS	
SALZSTEIN(RA) & TOOMBES(GR) 1	COMPOSITE FEMORAL IMPLANT HAVING CARBON FIBER ORIENTATION PROVIDING INCREASED NECK STRENGTH	574684	5163962	08/30/90	see foreign filings	
BLASCHKE(RC) & ENGLAND(GL) 1	MEDICAL IMPLANT FOR PARTIAL/TOTAL JOINT REPLACEMENT COMPRISES COMPOSITE STRUCTURE WITH AT LEAST PARTIAL METALLIC POROUS COATING	878163		05/04/92		
SALZSTEIN(RA) & TOOMBES(GR) 2 (1)	COMPOSITE FEMORAL IMPLANT WITH SHAFT MORE FLEXIBLE THAN NECK PORTION EXTENDING FROM SHAFT AT ACUTE ANGLE	939610		09/02/92	lapsed	
ENGLAND(GL) & HIGGINS(JC) 1	ISOSTATIC PRESSING METHOD OF FORMING BIOCOMPATIBLE COMPONENTS FROM THERMOPLASTIC AND FIBROUS MATERIALS WITHIN A FLEXIBLE CONTAINER	006740		01/21/93		

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BHC DOCKET (U.S.)					
CASE	TITLE	SERIAL NO.	PATENT NO.	FILING DATE	COMMENTS
CAIRNS(DS), DANIEL(IM), MORAN(JM), SALZSTEIN(RA) & SMITH(DB) 1	COMPOSITE FEMORAL IMPLANT HAVING INCREASED NECK STRENGTH	135484		10/13/93	see foreign filings
SALZSTEIN(RA) & TOOMBES(GR) 3 (1-2)	COMPOSITE FEMORAL IMPLANT HAVING INCREASED NECK STRENGTH COMPRISING STACKED FLAT COMPOSITE LAYERS	240956		05/11/94	

Confidential
Hercules Proprietary Information

BHC DOCKET (FOREIGN)				
CASE	TITLE	CONVENTION DATE	COUNTRIES	COMMENTS
SALZSTEIN(RA) & TOOMBES(GR) 1	COMPOSITE FEMORAL IMPLANT HAVING CARBON FIBER ORIENTATION PROVIDING INCREASED NECK STRENGTH	08/30/90	BEL, CAN, DEN, EPC, FR, GER, GRB, IT, JAP, NET, SP and SME	
CAIRNS(DS), DANIEL(IM), MORAN(JM), SALZSTEIN(RA) & SMITH(DB) 1	COMPOSITE FEMORAL IMPLANT HAVING INCREASED NECK STRENGTH	10/13/93	BEL, CAN, DEN, EPC, FR, GER, GRB, GRE, IRE, IT, MEX, NET, SP, SME and SWI	