# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
EFFECTIVE DATE:	10/19/2007	

## **CONVEYING PARTY DATA**

Name	Execution Date	
Jeffrey C Marx	08/27/2007	
William F McKay	08/30/2007	
Susan J Drapeau	08/22/2007	

### **RECEIVING PARTY DATA**

Name:	Warsaw Orthopedic, Inc.
Street Address:	2500 Silveus Crossing
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46581

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11875267

#### **CORRESPONDENCE DATA**

(901)399-3040 Fax Number:

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

Phone: 901-399-2366

Email: memipdocketing@medtronic.com

Correspondent Name: David L. Marks

Address Line 1: 2600 Sofamor Danek Drive

Address Line 2:

Address Line 4: Memphis, TENNESSEE 38132

ATTORNEY DOCKET NUMBER:	P0022234.00
NAME OF SUBMITTER:	David L. Marks

**PATENT** REEL: 019988 FRAME: 0521

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Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif

> PATENT REEL: 019988 FRAME: 0522

#### 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
Jeffrey C. Marx	2019 Hocking Cove, Germantown, TN 38139, USA
William F. McKay	3870 McElrie Cove, Memphis, TN 38133, USA
Susan J. Drapeau	2009 Wirily Lane, Cordova, TN 38018, USA

hereby sells, assigns and transfers to

ASSIGNEE:

Name		Address						
Warsaw Orthopedi	c, 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:

STEM CELLS AND LIM MINERALIZATION PROTEINS

invente	d by MARX et a	al. [INVENT:	OR(S)] an	d which i	s found in	
	the U.S. patent	: application	executed	on even	date here	with;
	the U.S. patent	application	executed	lon	;	
	the U.S. patent	application	no.	filed on	;	
	the U.S. patent	no.	issued o	វា		

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, 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: Jeffrey C. Marx	II C. Manf Signature	Date: august 27, 2007
State of County of Shelly		
Before me this 27 day of why to me known to be the person who is de acknowledged to me that he she execut expressed.	escribed in, and who executed the	foregoing instrument and
expressed.	Notary Publis	
Name: William F. McKay	Walliam FM Kory Signature	Date: <u>8/3//07</u>
State of Jennessee County of Shelly	ş	
Before me this Some known to be the person who so do acknowledged to me that he spe execut	2007, personally appeared the escribed in, and who executed the ed the same of his/her own free wi	foregoing instrument and
expressed.	Ania Cheer	-
Name: Susan J. Drapeau	Sur Dollar Signature	Date: <u>) (401 99</u> , 337
State of Shilly		***
Before me this 22 day of 4444.  me known to be the person who is do acknowledged to me that he/she execut	escribed in, and who executed the	foregoing instrument and
expressed.	Joseph Public Public	
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RECORDED: 10/19/2007