

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marco Capote	10/29/2007
Robert S. Biscup	10/29/2007
Charles L. Branch	10/29/2007
Warsaw Orthopedic, Inc.	10/29/2007
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:	11926407
CORRESPONDENCE DATA	
Fax Number:	(901)399-3040
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	901 399-2641
Email:	memipdocketing@medtronic.com
Correspondent Name:	Thomas L. Willis, Jr
Address Line 1:	2600 Sofamor Danek Drive
Address Line 2:	SS-46
Address Line 4:	Memphis, TENNESSEE 38132
ATTORNEY DOCKET NUMBER:	P0025734.00
NAME OF SUBMITTER:	Thomas L. Willis, Jr.
Total Attachments: 4	

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ASSIGNMENT

WHEREAS,

- | | | |
|-----|------------------------------|---|
| (1) | Marco CAPOTE | of the City of Memphis
State of Tennessee, USA |
| (2) | Robert S. BISCUP | of the City of Fort Lauderdale
State of Florida, USA |
| (3) | Charles L. BRANCH, Jr | of the City of Advance
State of North Carolina, USA |

has invented certain improvements in

REVISION FIXATION PLATE AND METHOD OF USE

for which we have executed an application for Letters Patent of the United States of America.

_____ of even date herewith; and

___X___ filed on **October 29, 2007** and assigned application number **P0025434.00**; and

WHEREAS, we hereby authorize and request the attorneys of Assignee, Warsaw Orthopedic, Inc., of 2500 Silveus Crossing, Warsaw, Indiana 46581, to insert the filing date and application number of the application when known; and

WHEREAS, Warsaw Orthopedic, Inc. (Assignee), a corporation organized and existing under the laws of the State of Indiana, having its principal office and place of business in the City of Warsaw, State of Indiana, is desirous of obtaining the entire right, title, and interest in, to and under the invention and the application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the invention, and the application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for the invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications for which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty is to issue patents on applications as aforesaid, to issue all Letters Patent for the invention to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

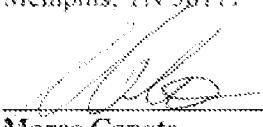
AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce patent protection for the invention in all countries.

Inventor Name:
Residence Address:

Marco Capote
3823 Cardinal Avenue
Memphis, TN 38111

Dated: 10/02/07

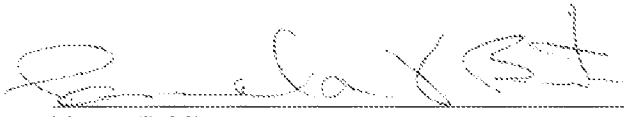

Marco Capote

STATE OF Tennessee

COUNTRY OF United States

On this the 2nd day of Oct, 2007 before me personally appeared **Marco Capote**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND and Seal at office this the 2nd day of Oct, 2007.


Notary Public

My Commission Expires:

March 29, 2011

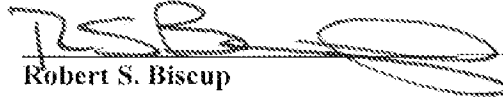


AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce patent protection for the invention in all countries.

Inventor Name:
Residence Address:

Robert S. Biscup
107 Royal Palm Drive
Fort Lauderdale, FL 33316

Dated: 10.12.07

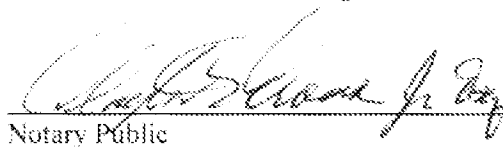

Robert S. Biscup

STATE OF Ohio

COUNTRY OF Cuyahoga

On this the 12th day of Oct, 2007, before me personally appeared **Robert S. Biscup**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

2007 WITNESS MY HAND and Seal at office this the 12th day of October.


Notary Public

My Commission Expires:

None

Notary Seal
Notary Public
State of Ohio
Commission Expires
10/12/2008

AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce patent protection for the invention in all countries.

Inventor Name:
Residence Address:

Charles L. Branch, Jr.
P.O. Box 320, 177 Plantation Lane
Advance, NC 27006 P 157 OLD MARLIN RD

Dated: 10/1/07

Charles L. Branch, Jr.
Charles L. Branch, Jr.

STATE OF North Carolina

COUNTRY OF United States

On this the 1 day of Oct, 2007, before me personally appeared Charles L. Branch, Jr., to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND and Seal at office this the 1 day of Oct, 2007.

Margaret C. Herring
Notary Public

My Commission Expires:

6/10/2012

