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OMB No. 0651-0011 (exp. 4/94)



ET

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents

103490553

or copy thereof.

1. Name of conveying party(ies):

Kyle D. Blatt

Additional name(s) of conveying party(ies) attached?

[ ] Yes [ X ] No

2. Name and address of receiving party(ies):

Name: DePuy Products, Inc.

Street Address: 700 Orthopaedic Drive

P.O. Box 988

City: Warsaw State: IN

Country: USA

Additional name(s) & address(es) attached? [ ] Yes [ X ] No

3. Nature of Conveyance:

[ X ] Assignment

[ ] Merger

[ ] Security Agreement

[ ] Change of Name

[ ] Other

Execution Date(s): 02/26/2008

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No(s) 10/881,803

B. Patent No(s)

Additional numbers attached? [ ] Yes [ X ] No

Title of Invention: **Modular Bone Clamp Instrument**

MMB Docket No. 1671-0307

J&J Reference No. DEP5274USNP

03/17/08 2:21  
COMM/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul J. Maginot

Internal Address: Maginot, Moore & Beck LLP  
Chase Tower

Street Address: 111 Monument Circle, Suite 3250  
City: State: Zip: Indianapolis, IN 46204-5109

6. Total number of applications and patents involved

1

7. Total fee (37 CFR 3.41): \$ 40.00

[ X ] Enclosed

[ ] Authorized to be charged to deposit account

8. Deposit Account number: 13-0014

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul J. Maginot  
Name of Person Signing  
Registration No. 34,984

/Paul J. Maginot/  
Signature

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March 14, 2008

Date

Total number of pages including cover sheet, attachments and document 1

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Commissioner for Patents  
P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT TO BUSINESS CONCERN

**A S S I G N M E N T**

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) Roy W. Sanders, Kristen A. Salzgeber, Jessica M. Williams, Kyle D. Blatt, Christopher K. Bremer, and Rebecca D. Oberst maker(s) of an invention which is the subject of an application for Letters Patent of the United States, identified as U.S. Application No. 10/881,803, and having a filing date of June 30, 2004, and being entitled

Title of Application Modular Bone Clamp Instrument  
hereinafter (the Application(s)),  
the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee DePuy Products, Inc.

Address of principal place of business 700 Orthopaedic Drive, P.O. Box 988  
Warsaw, Indiana

Insert State of Incorporation Indiana  
(if applicable)  
or "Not Applicable"

(hereinafter designated as the Assignee) their entire right, title, and interest in, to and under the Application(s), including all priority rights for the United States and for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada and Mexico, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such Application(s), and also to execute separate assignments in connection with such Application(s) as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), or reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

**PATENT****REEL: 020680 FRAME: 0540**

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting or following from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_ (city/state) this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Outside the USA: \_\_\_\_\_  
Witnesses are required when acknowledgment before a Notary Public is not feasible. \_\_\_\_\_  
Witness

\_\_\_\_\_  
Inventor (Signature)

Roy W. Sanders  
\_\_\_\_\_  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF }  
                  } SS:  
COUNTY OF }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_ (city/state) this

\_\_\_\_\_ day of \_\_\_\_\_, 2007.

Outside the USA: \_\_\_\_\_  
Witnesses are required when acknowledgment before a Notary Public is not feasible. \_\_\_\_\_  
Witness

\_\_\_\_\_  
Inventor (Signature)

\_\_\_\_\_  
Kristen A. Salzgeber  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
  }     SS:  
COUNTY OF \_\_\_\_\_ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_ (city/state) this

\_\_\_\_\_ day of \_\_\_\_\_, 2007.

Outside the USA: \_\_\_\_\_

Witnesses are required when acknowledgment before a Notary \_\_\_\_\_  
Witness

\_\_\_\_\_  
Inventor (Signature)

\_\_\_\_\_  
Jessica M. Williams

Public is not feasible. \_\_\_\_\_  
Witness

\_\_\_\_\_  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
  }     SS:  
COUNTY OF \_\_\_\_\_ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

IN WITNESS WHEREOF, I have executed this assignment at Mason, Ohio (city/state) this

26<sup>th</sup> day of February, 2008.

Outside the USA: \_\_\_\_\_  
Witnesses are required when acknowledgment before a Notary Public is not feasible.  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

*Kyle Blatt*  
Inventor (Signature)  
Kyle D. Blatt  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Ohio }  
  } SS:  
COUNTY OF Hamilton }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this

26<sup>th</sup> day of February, 2008.



**TAMARA S. BARNETT**  
Notary Public, State of Ohio  
My Commission Expires  
July 16, 2012

*Tamara Barnett*  
Notary Public

Tamara Barnett  
Printed Name

My Commission Expires: 7/16/2012

Resident of Hamilton County

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_ (city/state) this

\_\_\_\_\_ day of \_\_\_\_\_, 2007.

Outside the USA: \_\_\_\_\_

Witnesses are \_\_\_\_\_ Witness

required when  
acknowledgment

before a Notary \_\_\_\_\_

Public is not \_\_\_\_\_ Witness

feasible.

\_\_\_\_\_  
Inventor (Signature)

\_\_\_\_\_  
Christopher K. Bremer

Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }

} SS:

COUNTY OF \_\_\_\_\_ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County