# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Robert Metzger	08/03/2009
Audra Watson	07/21/2009
Nathan E. Belcher	07/21/2009

## **RECEIVING PARTY DATA**

Name:	Biomet Manufacturing Corp.
Street Address:	56 E. Bell Drive
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46582

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12536056

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	5490-000637/CPE
NAME OF SUBMITTER:	Richard W. Warner

Total Attachments: 6

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PATENT REEL: 023059 FRAME: 0549 12536056

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PATENT REEL: 023059 FRAME: 0550

#### **ASSIGNMENT BY INVENTORS**

THIS ASSIGNMENT, made by Robert Metzger; Audra Watson; and Nathan E. Belcher (hereinafter referred to as Assignors), residing at 66847 County Road 3, Wakarusa, Indiana 46573; 8101 Medallion Place, Ft. Wayne, Indiana 46825; and 764 N. Lake St., Warsaw, Indiana 46580, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in Knee Joint Prosthesis System And Method For Implantation, set forth in a Patent application for Letters Patent of the United States, executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration); and

WHEREAS, Biomet Manufacturing Corp., a Corporation organized under and pursuant to the laws of Indiana having its principal place of business at 56 E. Bell Dr., Warsaw, Indiana 46582 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, including the right to recover for past infringements, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its

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successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, make all lawful declarations and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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AND Assignors hereby grant the following individuals 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:

HARNESS, DICKEY & PIERCE, P.L.C.

All practitioners at Customer Number 27572

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

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		Robert Metzger	)
Date: Au	gust 3, 2009		
United States of A	America )		
State of	INDIANA ) ss.:		
County of	Kosciusko)		
On this <u>3</u> personally came	day of <u>AugusT</u> Robert Metzger	, to me known to be th	
described in and v of the same.	who executed the foregoing ins	trument, and acknowledge	ed execution
		Embella R. Goshor	ln
MITTARY WAS INC.	KIMBERLY R. GOSHORN Kosciusko County My Commission Expires February 21, 2016	inbuly K. (505ho)	

	andra C With
	Audra Watson
Date: <u>July 21, 2009</u>	
United States of America )	
State of INDIANA	ss.:
County of Kosciusko	
On this 21 day of Tuty personally came Audra Watson described in and who executed the foregoir of the same.	, <u>2009</u> , before me , to me known to be the individual ng instrument, and acknowledged execution
	Kimberly R. Goshorw
KIMBERLY R. GOSHORN Kosciusko County My Commission Expires February 21, 2016	Notary Public (

Nathan E. Belcher

Date: July 21, 2009	<u> </u>
United States of America State of INDIANA	) ) ss.:
County of Kosciusko	
On this 21 day of Ji personally came Nathan E	•
of the same.	foregoing instrument, and acknowledged execution
	Notary Public

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