## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Michael D. Leach	07/31/2009
Jason Chavarria	07/31/2009

#### RECEIVING PARTY DATA

Name:	Biomet Biologics, LLC	
Street Address:	56 E. Bell Drive	
City:	Warsaw	
State/Country:	INDIANA	
Postal Code:	46582	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12504413

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 5490-000777

NAME OF SUBMITTER: Richard W. Warner

**Total Attachments: 5** 

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> PATENT REEL: 023073 FRAME: 0801

#### **ASSIGNMENT BY INVENTORS**

THIS ASSIGNMENT, made by Michael D. Leach and Jason Chavarria (hereinafter referred to as Assignors), residing at 2730 East Setter Lane, Warsaw, Indiana 46582; and 2261 Laurelwood Drive, Warsaw, Indiana 46580, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in Method And Apparatus For Separating Biological Materials, set forth in a Patent application for Letters Patent of the United States, already filed on July 16, 2009 as U.S. Application No. 12/504,413; and

WHEREAS, Biomet Biologics, LLC, organized under and pursuant to the laws of Indiana and having its principal place of business at 56 E. Bell Drive, 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 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

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PATENT REEL: 023073 FRAME: 0802 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-inpart 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.

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

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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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Date: 7- 31- 2009	
United States of America	)
State of INDIANA	_) ss.:
County of KOSCIUSKO	
	ach, 2009, before me ach, to me known to be the individual joing instrument, and acknowledged execution
	Kimberly R. Goshorw
KIMBERLY R. GOSHORN Kosciusko County My Commission Expires February 21, 2016	Notary Public

Jason Chavarria

Date: 7-31-2009	
United States of America ) State of INDIANA ) s County of KOSCIUSKO )	es.:
On this 31 day of July personally came Jason Chavarria described in and who executed the foregoing	
of the same.	Kindraly R. Goshorn Notary Public

KIMBERLY R. GOSHORN Kosciusko County My Commission Expires February 21, 2016

**RECORDED: 08/10/2009**