### PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Brian K. Berelsman	11/15/2004
Russell M. Parrott	11/16/2004
Christopher H. Martin M.D.	11/18/2004
Donald H. Lee	08/01/2005
Thomas J. Graham	06/13/2005

#### **RECEIVING PARTY DATA**

Name:	Biomet Manufacturing Corp.
Street Address:	56 E. Bell Dr., P.O. Box 587
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46581-0587

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12578052

### **CORRESPONDENCE DATA**

Fax Number: (248)641-0270

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

Phone: 2486411600 Email: sbenfield@hdp.com

Correspondent Name: Harness, Dickey & Pierce, P.L.C.

Address Line 1: P.O. Box 828

Address Line 4: Bloomfield Hills, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	5490-000320/COD
NAME OF SUBMITTER:	Christopher A. Eusebi

PATENT REEL: 023367 FRAME: 0725 470 00 126

### Total Attachments: 6

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> PATENT REEL: 023367 FRAME: 0726

Atty. Docket No. 5490-000320/CPC

B-654/BMT 6396

The undersigned, hereinafter referred to collectively as Assignor, has an interest in the invention entitled:

		METHOD AND APPARATUS FOR ADJUSTING HEIGHT AND ANGLE FOR A RADIAL HEAD
which is the subject of a United States or International application for patent		
(a)	$\boxtimes$	executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
(b)		executed on,;
(c)		filed on, and assigned Serial No or PCT International Application No;
(d)		U.S. Patent No, issued, and; or; or
(e)		entitled above and naming the undersigned inventors in this provisional patent application; and
Biome Bell Drive, V Assignor's int	varsaw,	acturing Corp., an Indiana corporation, having a place of business at 56 East IN 46581, hereinafter referred to as Assignee, is desirous of acquiring rein:
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;  Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title		
and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;		
Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and		
Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.		
Assignor hereby authorizes an attorney authorized to prosecute this patent application to insert here in parentheses (Application No, filed) the filing date and application number of said application when known.		

Page 1 of 1

Be- 1 Be D
Brian K. Berelsman
State of TNDIANA
County of HOSCIUSKO ) ss.
On this day of day of, 2004, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.
KIMBERLY R. GOSHORN Notary Public,
(seal)  Kosciusko County My Commission Expires December 12, 2007  Kosciusko County  Kosciusko County
My Commission Expires: DECEMBER 12, 2007
Russell M, Parrott
State of <u>INDIANA</u> ) ss.
County of Kosciusko )
On this day of, 2004, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.
(seal)  KIMBERLY R. GOSHORN  Kosciusko County  My Commission Expires  December 12, 2007  KIMBERLY R. GOSHORN  Kosciusko County  My Commission Expires  December 12, 2007
My Commission Expires: DECEMBER 12,2007

Christopher H. Martin, M.D.	
State of Utch  County of Salt Left	) 
County of Solt Like	_ )
the foregoing individual, who exe	Movember, 2004, before me personally appeared cuted the foregoing instrument and who acknowledged to me own free will for the purposes therein set forth.
	Bully Callbons
NOTARY PUBLIC BECKY GIBBONS	Notary Public,
1160 E. 3900 So., Ste. 5000 Salt Lake City, Utah 84124 My Commission Expires	Notary Public, J Salt lake County, State of Wah
January 12, 2008 STATE OF UTAH	My Commission Expires: 7-12-200\$



Atty. Docket No. 5490-000320/CPC

The undersigned, hereinafter referred to collectively as Assignor, has an interest in the invention entitled:

### Method And Apparatus for Adjusting Height And Angle For A Radial Head

which is the subject of a United States or International application for patent

(a) 

executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of

		Assignment on the same day as he/she signs the Declaration and Power of Attorney);
(b)		executed on,;
(c)	$\boxtimes$	filed on November 29, 2004, and assigned Serial No. 10/999,297 or PCT International Application No;
(d)		U.S. Patent No, issued, and, presently assigned as evidenced at Reel, Frame; or
(e)		entitled above and naming the undersigned inventors in this provisional patent application; and

Biomet Manufacturing Corp., an Indiana corporation, having a place of business at 56 E. Bell Drive, Warsaw, Indiana 46581-0587, hereinafter referred to as Assignee, is desirous of acquiring Assignor's interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

Assignor hereby authorizes an attorney authorized to prosecute this patent application to insert here in parentheses (Application No. 10/999,297, filed November 29, 2004) the filing date and application number of said application when known.

Atty. Docket No. 5490/000320/CPC

Donald H. Lee, Fourth Inventor or Assignor

State of 0

County of

day of personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set

forth.

(seal)

Notary Public,

County, State of \_

MY COMMISSION EXPIREM March 21, 2809 My Commission Expires:

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**PATENT** 

TOTAL P.03

Atty. Docket No. 5490/000320/CPC

Jun Dan.	
Thomas J. Graham, Fifth Inventor or Assignor	
State of MARYLAND )  State of MARYLAND ) ss.  County of BALTIMORE CITY )	
County of BALTIMORE CITY )	
On this <u>13 TH</u> day of <u>JUNE</u> personally appeared the foregoing individuals, who executed acknowledged to me that they executed the same of their owr forth.	I the foregoing instrument and who
Sinda F.	Heath
Notary Public,	
	Sounty, State of MARYLAND
My Commission Exp	pires: 10 1 0 7

**RECORDED: 10/14/2009**