

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jean T. Edwards	03/12/2003
Lawrence A. Shimp	01/28/2003
Michele Diegmann	01/28/2003
Todd M. Boyce	01/28/2003
Nelson L. Scarborough	03/15/2003
James L. Russell	03/04/2003
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Osteotech, Inc.
<b>Street Address:</b>	51 James Way
<b>City:</b>	Eatontown
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07724
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11676429
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)340-8856
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	612-340-2600
<b>Email:</b>	IP.Docket@Dorsey.com
<b>Correspondent Name:</b>	DORSEY & WHITNEY LLP INTELLECTUAL PROPER
<b>Address Line 1:</b>	SUITE 1500
<b>Address Line 2:</b>	50 SOUTH SIXTH STREET
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402-1498
<b>ATTORNEY DOCKET NUMBER:</b>	186775/US/4

**CH \$40.00 11676429**

**500998595**

**PATENT  
 REEL: 023428 FRAME: 0065**

NAME OF SUBMITTER:

Julie Wang

**Total Attachments: 9**

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PATENT

For:  U.S. and/or  Foreign Rights  
For:  U.S. Application or  U.S. Patent  
By:  Inventor(s) or  Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: Jean T. Edwards, Lawrence A. Shimp, Michele Diegmann,  
Todd M. Boyce, Nelson L. Scarborough and James L.  
Russell

(inventor(s) or  
person(s) or entity(ies)  
who own the invention)

(If assignment is by person or entity to whom invention was  
previously assigned and this was recorded in PTO add the  
following)

Recorded on \_\_\_\_\_

Reel \_\_\_\_\_

Frame \_\_\_\_\_

hereby sells, assigns and transfers to

ASSIGNEE:

Osteotech, Inc.  
(Type or print name of ASSIGNEE)  
51 James Way  
Address  
Eatontown, New Jersey 07724  
U.S.A.  
Nationality

and the successors, assigns and legal representatives of the  
ASSIGNEE

(complete one of the following)

- the entire right, title and interest
- an undivided \_\_\_\_\_ percent ( \_\_\_\_\_ %) interest for the United States and its territorial possessions

(check the following box if foreign rights are also to be assigned)

- an in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

OSTEOIMPLANT AND METHOD FOR MAKING SAME

(check and complete (a), (b), (c) or (d))

and which is found in

- (a)  U.S. patent application executed on even date herewith
- (b)  U.S. patent application executed on \_\_\_\_\_
- (c)  U.S. application serial no. 10/285,715 filed on November 1, 2002
- (d)  U.S. patent no. \_\_\_\_\_ issued \_\_\_\_\_
- A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (e) if foreign application(s) is also being assigned)

- (e) and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any re-issue or re-examination thereof

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

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and

(Assignment of Invention [16-3] - page 2 of 3)

legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this \_\_\_\_\_ (Date of signing).

WARNING: Date of signing must be the same as the date of execution of the application if item (a) was checked above.

*Jean T. Edwards*  
\_\_\_\_\_  
Jean T. Edwards

*3/12/03*  
\_\_\_\_\_  
Dated

\_\_\_\_\_  
Lawrence A. Shimp

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Michele Diegmann

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Todd M. Boyce

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Nelson L. Scarborough

\_\_\_\_\_  
Dated

\_\_\_\_\_  
James L. Russell

\_\_\_\_\_  
Dated

If ASSIGNOR is a legal entity complete the following information

\_\_\_\_\_  
Type or print the name of the above person  
authorized to sign on behalf of ASSIGNOR

\_\_\_\_\_  
Title

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 U.S.C. 261. Use next page if notarization is desired.

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\_\_\_\_\_  
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Dated

\_\_\_\_\_  
Lawrence A. Shimp

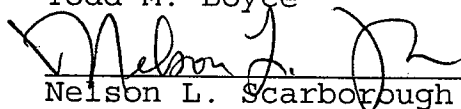
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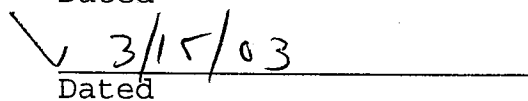
\_\_\_\_\_  
Michele Diegmann

\_\_\_\_\_  
Dated

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Todd M. Boyce

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\_\_\_\_\_  
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\_\_\_\_\_  
Jean T. Edwards

*Jeanne A. Shimp*  
\_\_\_\_\_  
Lawrence A. Shimp

*Michele Diegmann*  
\_\_\_\_\_  
Michele Diegmann

*Todd M. Boyce*  
\_\_\_\_\_  
Todd M. Boyce

\_\_\_\_\_  
Dated

*1/28/03*  
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Nelson L. Scarborough

*James L. Russell*  
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James L. Russell

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