

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Theodore D. Clineff	12/16/2009
Marissa M. Darmoc	12/14/2009
Lauren Brown	12/14/2009

RECEIVING PARTY DATA

Name:	Orthovita, Inc.
Street Address:	77 Great Valley Parkway
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12643002

CORRESPONDENCE DATA

Fax Number: (610)640-2603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4843238869
Email: sgannon@orthovita.com
Correspondent Name: Suzanne Gannon, Orthovita, Inc.
Address Line 1: 77 Great Valley Parkway
Address Line 4: Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:

VITA0910.US

NAME OF SUBMITTER:

Suzanne Gannon

Total Attachments: 3

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PATENT
REEL: 023685 FRAME: 0878

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ASSIGNMENT

WHEREAS, we Theodore D. Clineff, residing at 249 Beacon Drive, Phoenixville, Pennsylvania 19460; Marissa M. Darmoc, residing at 240 Parker Avenue, Philadelphia, Pennsylvania, 19128; and Lauren Brown, residing at 822 Clifford Avenue, Apt. A., Ardmore, PA 19003, hereinafter referred to as assignors, are the joint inventors of certain inventions for which we have made application for Letters Patent to the United States, identified as Application entitled BIOACTIVE ANTIBACTERIAL BONE GRAFT MATERIALS, assigned Application No. 12/643,001, filed Dec 21, 2009.

WHEREAS, Orthovita, Inc. hereinafter referred to as the assignee, of 77 Great Valley Parkway, Malvern, Pennsylvania 19355, a corporation of Pennsylvania, is desirous of acquiring the entire right, title and interest in and to the said inventions and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries.

NOW, THEREFORE, in consideration of the sum of One Dollar and for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, we, the said assignors, hereby agree to sell, assign, transfer and convey, and by these presents do hereby sell, assign, transfer and convey to said assignee, the entire right, title and interest in and to said inventions and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue, extension, or reexamination certificate of said Letters Patent, including the full right to sue for and collect damages for past violations of provisional rights having arisen from any publication of said application or any continuations, divisions, or renewals of or substitutes for said application. We further assign to and authorize said assignee, to file in our names applications for Letters Patent on said inventions in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, executed and deliver all such papers as may be necessary or desirable to perfect the title of said inventions, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee of its nominee all known facts respecting said inventions, said application and said Letters Patent, to testify in any legal proceedings, to execute all lawful papers in all reexamination proceedings and in all divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees, and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions, said application and said Letters Patent in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, of any and all Letters Patent of the United States for said inventions, including any and all Letters Patents of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

16-December-2009
Date

Theodore D. Clineff
Theodore D. Clineff

STATE OF PENNSYLVANIA:
COUNTY OF CHESTER :

One this 16 day of Dec, year of 2009, before me personally came the above named Theodore D. Clineff to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of the person's own free will for the use and purposes therein set forth.

Suzanne M. Gannon
Notary Public
NOTARIAL SEAL
SUZANNE M. GANNON, NOTARY PUBLIC
WHITPAIN TOWNSHIP, MONTGOMERY COUNTY
MY COMMISSION EXPIRES AUGUST 27, 2010

14 DEC 09
Date

Marissa M. Darmoc
Marissa M. Darmoc

STATE OF PENNSYLVANIA:
COUNTY OF CHESTER :

One this 14 day of Dec, year of 2009, before me personally came the above named Marissa M. Darmoc to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of the person's own free will for the use and purposes therein set forth.

Suzanne M. Gannon
Notary Public

NOTARIAL SEAL
SUZANNE M. GANNON, NOTARY PUBLIC
WHITPAIN TOWNSHIP, MONTGOMERY COUNTY
MY COMMISSION EXPIRES AUGUST 27, 2010

14 Dec 09
Date

Lauren Brown
Lauren Brown

STATE OF PENNSYLVANIA:
COUNTY OF CHESTER :

One this 14 day of Dec, year of 2009, before me personally came the above named Lauren Brown to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of the person's own free will for the use and purposes therein set forth.

Suzanne M. Gannon
Notary Public

