

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	04/28/2011
Nathanael K. Conner	05/11/2011
Gregory J. Denham	04/28/2011
Kevin T. Stone	04/28/2011

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13109667

CORRESPONDENCE DATA

Fax Number: (248)641-0270

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

Phone: 248-641-1600

Email: pneal@hdp.com

Correspondent Name: Harness, Dickey, & Pierce, PLC

Address Line 1: P.O. Box 828

Address Line 4: Bloomfield Hills, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:

5490-000864

NAME OF SUBMITTER:

Richard W. Warner

Total Attachments: 7

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## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT** is made by **Brian K. Berelsman**, residing at 283 E. Wildwood Drive, Warsaw, Indiana 46580; **Nathanael K. <sup>Conner</sup> Connor**, residing at 15810 Grand Willow Blvd., Huntertown, Indiana 46748; **Gregory J. Denham**, residing at 1905 Sanddollar Drive, Apt. A, Warsaw, Indiana 46582; and **Kevin T. Stone**, residing at 2615 Harmony Ct, Winona Lake, Indiana 46590 (hereinafter referred to as Assignors), respectively;

**WHEREAS**, Assignors, along with Nicholas R. Slater, Jeffrey D. Arnett, and Joshua A. Butters, have invented certain new and useful improvements in Method and Apparatus for Fixation of an ACL Graft, 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 Sports Medicine, LLC, a corporation organized under and pursuant to the laws of Indiana 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 held by Assignors 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, their entire right, title and interest in and to the above-mentioned 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 that may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property,

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 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, and subject to any right, title and/or interest held by the other co-inventors, Assignors are the joint and lawful owners of their 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, Assignors hereby covenant to and agree with Assignee, its successors, legal representatives and assigns, that Assignors 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, without charge to Assignee, its successors, legal representatives and assigns except for reimbursement of reasonable out-of-pocket expenses incurred by Assignors, 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 divisional, 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 Assignors' entire right, title and interest in 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 that 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 94507

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

Brian K. Berelsman  
Brian K. Berelsman

Date: 4/28/2011

United States of America )  
State of INDIANA ) ss.:  
County of KOSCIUSKO )

On this 28 day of APRIL, 2011, before me  
personally came Brian K. Berelsman, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Kimberly R. Goshorn  
Notary Public



*Nathanael K. Connor*

Nathanael K. Connor

Connor  
NKC 5/11/11

Date:

5/11/11

United States of America )

State of

Indiana

) ss.:

County of

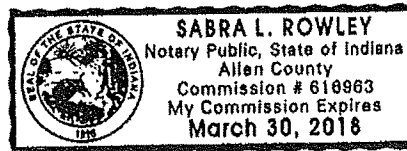
Allen

)

On this 11<sup>th</sup> day of May, 2011, before me  
personally came Nathanael K. Connor ~~Connor~~, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

*Sabra L. Rowley*

Notary Public



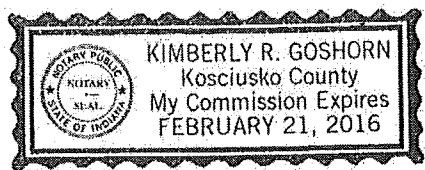
Gregory J. Denham  
Gregory J. Denham

Date: APRIL 28, 2011

United States of America )  
State of INDIANA ) ss.:  
County of KOSCIUSKO )

On this 28 day of APRIL, 2011, before me  
personally came Gregory J. Denham, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Kimberly R. Goshorn  
Notary Public





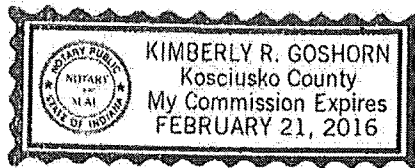
Kevin T. Stone  
Kevin T. Stone

Date: APRIL 28, 2011

United States of America )  
State of INDIANA ) ss.:  
County of KOSCIUSKO )

On this 28 day of APRIL, 2011, before me  
personally came Kevin T. Stone, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Kimberly R. Goshorn  
Notary Public



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