

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Kenneth A. McGowan	03/25/2011
Westmoreland Advanced Materials Bioceramics, Inc.	03/25/2011

RECEIVING PARTY DATA

Name:	Kenneth A. McGowan
Street Address:	344 Ramalay Road
City:	Harrison City
State/Country:	PENNSYLVANIA
Postal Code:	15636

Name:	Westmoreland Advanced Materials, LLC
Street Address:	110 Riverview Drive
Internal Address:	Riverview Industrial Park
City:	Monessen
State/Country:	PENNSYLVANIA
Postal Code:	15062-1067

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	60497999
Application Number:	10924502
Application Number:	11807393
Application Number:	12852795

CORRESPONDENCE DATA

Fax Number: (412)562-1041

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

Phone: 412-562-3978

OP \$160.00 60497999

501594820

PATENT
REEL: 026591 FRAME: 0586

Email: craig.cochenour@bipc.com
Correspondent Name: Craig G. Cochenour
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:

0047205-000008

NAME OF SUBMITTER:

Craig G. Cochenour

Total Attachments: 3

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ASSIGNMENT AND AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration received, we, Kenneth A. McGowan, an individual, residing at 344 Raymalay Road, Harrison City, Pennsylvania 15636, and Westmoreland Advanced Materials Bioceramics, Inc., having an office at 110 Riverview Drive, Riverfront Industrial Park, Monessen, Pennsylvania 15062-1067, USA (hereinafter the assignors) hereby assign and transfer to Kenneth A. McGowan, an individual, residing at the above-mentioned address, and Westmoreland Advanced Materials, LLC, having an office at 110 Riverview Drive, Riverview Industrial Park, Monessen, Pennsylvania 15062-1067, USA, and their respective successors, assigns and legal representatives (hereinafter the assignees), an equal share of the entire right, title and interest, for all countries in and to certain inventions, applications, and any patents relating to "Artificial Bone and Joint Compositions and Methods of Use and Manufacture" and described in U.S. Provisional Patent Application No. 60/497,999 filed on August 25, 2003, and U.S. Patent Application 10/924,502 filed on August 24, 2004, now U.S. Patent No. 7,772, 146, granted on August 10, 2010, and U.S. Patent Application No. 11/807,393 filed on May 29, 2007, and U.S. Patent Application No. 12/852,795 filed on August 9, 2010, in the United States Patent and Trademark Office, and in any and all application(s) for Letters Patent(s) of the United States and its territories and all foreign countries and any Letters Patent(s) which may issue therefor in the United States and its territories and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, including all the right to apply for Letters Patent(s) in each foreign country and the United States of America and its territories, in his/its own name and to claim any and all priority rights and any and all benefits under the International Convention for the Protection of Industrial Property, other conventions, treaties, or otherwise associated therewith for each country and the United States of America and its territories under any and all Letters Patent(s) which may be granted therefor, under any and all application(s), extensions, divisions, reissues, continuations, continuations-in-part, and renewals of said Letters Patent(s), said assignees to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent(s) and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by the assignors had this Assignment and Agreement not been made.

The Commissioner of Patents and Trademarks for the United States of America is requested to issue such Letters Patent(s) in accordance herewith, and we request that any and all Letters Patent(s) for said inventions, and applications be issued to said assignees, their respective successors, assigns and legal representatives, or to such nominees as each assignee may designate.

We covenant that we are the lawful owners of the said application(s), Letters Patent(s), apparatus, inventions, discoveries and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said apparatus, inventions, discoveries or improvements or any of them, application(s), and Letters Patent(s) and that we have the full right to make this Assignment.

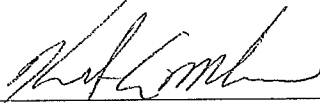
We agree that, when requested, we will, without charge to said assignees but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable

or convenient for securing and maintaining Letters Patent(s) for said inventions in any and all countries and for vesting title thereto in said assignees, their respective successors, assigns, and legal representatives or nominees.

And for said consideration, each assignor agrees that each will communicate to said assignees or the representatives thereof any facts known to us respecting said apparatus, inventions, discoveries and improvements, and will, upon request, but without expense to each of said assignors, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said assignees or by counsel for said assignees, to assist or enable said assignees to obtain and enforce full benefits from the rights and interests herein assigned, and, in the event of any application(s) or Letters Patent(s) assigned herein becoming involved in an interference, to cooperate to the best of the ability of the undersigned assignors in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. This Assignment and Agreement shall be binding upon each the assignors' heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of each of said assignees.

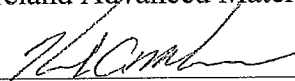
And for said consideration, each of the undersigned assignors hereby agree to execute, at the request of said assignees, all documents in connection with any application for foreign Letters Patent(s) therefor.

Executed: March 25, 2011

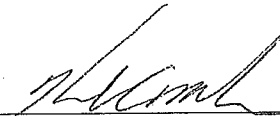

Kenneth A. McGowan, an individual (assignor)

Westmoreland Advanced Materials Bioceramics, Inc. (assignor)

Executed: March 25, 2011 By:


Kenneth A. McGowan, President

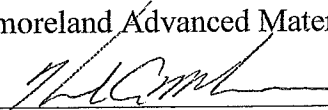
ASSIGNMENT ACCEPTED:



Executed: March 25, 2011 By: Kenneth A. McGowan, an individual (assignee)

ASSIGNMENT ACCEPTED: Westmoreland Advanced Materials, LLC (assignee)

Executed: March 25, 2011 By:


Kenneth A. McGowan, President

Commonwealth of Pennsylvania

SS:

County of WESTMORELAND

Before me, a Notary Public in and for the said County and State, personally appeared Kenneth A. McGowan, an individual, who acknowledged that he is the person who executed the foregoing Assignment and Agreement and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 25TH day of MARCH, 2011.

(Notarial Seal)

Sharon E. Berginc
Notary Public

Commonwealth of Pennsylvania

SS:

County of WESTMORELAND

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon E. Berginc, Notary Public
Penn Twp., Westmoreland County
My Commission Expires Nov. 10, 2011
Member, Pennsylvania Association of Notaries

Before me, a Notary Public in and for the said County and State, personally appeared Kenneth A. McGowan, President, Westmoreland Advanced Materials Bioceramics, Inc., who acknowledged that he is the person who executed the foregoing Assignment and Agreement and acknowledged it to be his free and voluntary act and deed.

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