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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Aaron Smith	08/26/2011
Kevin T. Stone	08/30/2011
Nicholas Cordaro	11/22/2011

RECEIVING PARTY DATA

Name:	Biomet Manufacturing Corp.
Street Address:	56 E. Bell Drive
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46582

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13310079

CORRESPONDENCE DATA

 Fax Number:
 (248)641-0270

 Phone:
 248-641-1600

 Email:
 pneal@hdp.com

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via US Mail.

Correspondent Name: Harness, Dickey, & Pierce, PLC

Address Line 1: P.O. Box 828

Address Line 4: Bloomfield Hills, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	5490-000212/CPD	
NAME OF SUBMITTER:	Richard W. Warner	

Total Attachments: 6

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> PATENT REEL: 027320 FRAME: 0356

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT is made by Aaron Smith, residing at 5260 N. Grouse Ct, Warsaw, IN 46582; Kevin Stone residing at 2615 Harmony Ct., Winona Lake, IN 46590; and Nicholas Cordaro, residing at 1822 Mackinnon Ave., Cardiff By The Sea, California, 92007; (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in Variable Prosthesis, 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 Manufacturing Corp., 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 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, the 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 which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, including the right to recover for past infringements, 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, Assignors are the sole and lawful owners of the 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 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 which 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.

United States of America

State of INDIANA ss.:

County of VOSCIUSKO

On this 26 day of Analyst , 201 , before me personally came Aaron Smith , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

KIMBERLY R. GOSHORN Kosciusko County My Commission Expires FEBRUARY 21, 2016

Date:	8-3	0-2011					
United State	es of Am	erica)				
State of		INDIA	NA) si	3. :			
County of	•	KOSCI					
On this	30	_day of	August	4	204	, before me	
personally c			vin T. Stone			n to be the individual	
		o executed	the foregoing	Instrum	ent, and ack	nowledged execution	n
of the same	•					•	
				Kim	alseala R	. Boshom	
				Notary	Public (
				•	•		

KIMBERLY R. GOSHORN Kosciusko County My Commission Expires FEBRUARY 21, 2016

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RECORDED: 12/02/2011

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PATENT

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