

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Kevin T. Stone</td> <td>12/07/2004</td> </tr> <tr> <td>Nicholas M. Cordaro</td> <td>12/09/2004</td> </tr> </tbody> </table>		Name	Execution Date	Kevin T. Stone	12/07/2004	Nicholas M. Cordaro	12/09/2004
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Kevin T. Stone	12/07/2004						
Nicholas M. Cordaro	12/09/2004						
RECEIVING PARTY DATA							
Name:	Biomet Manufacturing Corp.						
Street Address:	56 E. Bell Drive						
City:	Warsaw						
State/Country:	INDIANA						
Postal Code:	46581						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13345106</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13345106		
Property Type	Number						
Application Number:	13345106						
CORRESPONDENCE DATA							
Fax Number:	(248)641-0270						
Phone:	248-641-1600						
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>							
Correspondent Name:	Harness Dickey & Pierce (Biomet)						
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ATTORNEY DOCKET NUMBER:	5490-000230/US/DVC						
NAME OF SUBMITTER:	Erica K. Schaefer						
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif							

CH \$40.00 13345106

# ASSIGNMENT

Atty. Docket No. 5490-000230/CPA

The undersigned, hereinafter referred to collectively as Assignor, has an interest in the invention entitled:

## MODULAR HUMERAL HEAD RESURFACING SYSTEM

which is the subject of a United States or International application for patent

- (a)  executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b)  executed on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_;
- (c)  filed on August 30, 2004, and assigned Serial No. 10/930,044 or PCT International Application No. \_\_\_\_\_;
- (d)  U.S. Patent No. \_\_\_\_\_, issued \_\_\_\_\_, and  
 presently assigned as evidenced at Reel \_\_\_\_\_, Frame \_\_\_\_\_; or
- (e)  entitled above and naming the undersigned inventors in this provisional patent application; and

Biomet Manufacturing Corp, having a place of business at 56 E. Bell Drive, P.O. Box 587, Warsaw, IN 46581, hereinafter referred to as Assignee, is desirous of acquiring Assignor's interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

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

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

Assignor hereby authorizes an attorney authorized to prosecute this patent application to insert here in parentheses (Application No. \_\_\_\_\_, filed \_\_\_\_\_) the filing date and application number of said application when known.

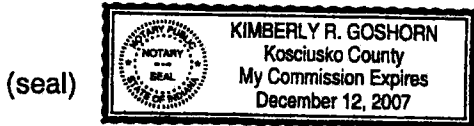
ASSIGNMENT

*Kevin T. Stone*

Kevin T. Stone

State of INDIANA )  
County of KOSCIUSKO ) ss.

On this 7<sup>TH</sup> day of DECEMBER, 2004, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.



Kimberly R. Goshorn  
Notary Public

KOSCIUSKO County, State of INDIANA

My Commission Expires: DECEMBER 12, 2007

Nicholas M. Cordaro  
Nicholas M. Cordaro

State of CALIFORNIA )  
County of SAN DIEGO ) ss.

On this 9 day of DEC, 2004, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.



Pratixa M Patel  
Notary Public,

SAN DIEGO County, State of CALIFORNIA

My Commission Expires: MAY 29 2005