## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Daniel B. Smith	07/13/2012
Katie M. Schindler	07/12/2012
Grant Cunningham	07/16/2012

## **RECEIVING PARTY DATA**

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

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13547331

## **CORRESPONDENCE DATA**

 Fax Number:
 (248)641-0270

 Phone:
 248-641-1600

Email: awroblewski@hdp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Harness Dickey & Pierce (Biomet)

Address Line 1: 5445 Corporate Drive

Address Line 2: Suite 200

Address Line 4: Troy, MICHIGAN 48098

ATTORNEY DOCKET NUMBER:	5490-000946/US
NAME OF SUBMITTER:	Brian D. Hollis

Total Attachments: 6

PATENT REEL: 028573 FRAME: 0461 CH \$40.00

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> PATENT REEL: 028573 FRAME: 0462

Biomet Ref. No.5490-000946/US B120953 (B-1475)

# ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT is made by Daniel B. Smith, residing at 2489 South Paxton Drive, Warsaw, Indiana 46580; Katie M. Schindler, residing at 3327 Buckeye Run, Fort Wayne, Indiana 46814; and Grant Cunningham, residing at 3416 S. Wildwood Trail, Warsaw, Indiana 46580 (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in DEVICE FOR COATING INTRAMEDULLARY RODS WITH CEMENT, 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 Dr., 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 REEL: 028573 FRAME: 0463 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 Assignor, 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 division, 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.

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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.

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PATENT REEL: 028573 FRAME: 0465

	Danlel B. Smith
Date: 7/13/12	
United States of America ) State of $Indiana$ ) s County of $Allen$	s.:
On this 13th day of July personally came Daniel B. Sini described in and who executed the foregoing	$\frac{2012}{4h}$ , to me known to be the individual g instrument, and acknowledged execution
SUSAN L. BISHOP Allen County My Commission Expires	Susand Bisho Notary Public
DECEMBER 10, 2017	(a)

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Katu	M. Schrolle
	Katie M. Schindler

Date: 7 12	112_	<del></del>
United States o	f America	)
State of	Indiana	) ss.:
County of	Kosciusko	)
On this <u>/a</u> ゲ personally cam described in an of the same.	200	before me before me before me before me before me before me construction before me bef
FOTAS!	JOHNA M. HODGES Kosciusko County My Commission Expires October 29, 2014	Notary Public Modges

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	Gyant Cunningham
Date: 7/16/12	
United States of America	
State of COCO )	ss.:
County of Kosciusio	
On this 16 day of July	, <u>2012</u> , before me
personally came (SCAT CUMITALY	, to me known to be the individual
described in and who executed the foregoin of the same.	g instrument, and acknowledged execution
or the same.	
	Notary Public

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