

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Paul Richard Beck	09/11/2012
RECEIVING PARTY DATA	
Name:	Biomet Manufacturing Corp.
Street Address:	56 E. Bell Dr.
City:	Warsaw
State/Country:	INDIANA
Postal Code:	60607
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12832724
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Address Line 4:	Bloomfield Hills, MICHIGAN 48303
ATTORNEY DOCKET NUMBER:	5490-000994/US
NAME OF SUBMITTER:	Michael L. Taylor
Total Attachments: 3 source=5490-994-Executed_Assignment#page1.tif source=5490-994-Executed_Assignment#page2.tif source=5490-994-Executed_Assignment#page3.tif	

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## **PATENT ASSIGNMENT**

This **PATENT ASSIGNMENT** ("Patent Assignment") is made and entered into between ORTHOSIZE LLC, an Illinois corporation, having a mailing address at 939 W. Madison, Unit 306, Chicago, Illinois 60607 ("Assignor"), and BIOMET MANUFACTURING CORP., an Indiana corporation, having a place of business at 56 E. Bell Drive, Warsaw, Indiana 46582 ("Assignee").

### **RECITALS**

**WHEREAS**, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to accept, Assignor's right, title and interest in, to and under certain patents as set forth on Schedule A, which Schedule A is attached hereto and hereby made a part hereof, together with all provisionals and non-provisionals, reissuances, continuations, continuations-in-part, divisions, renewals, revisions, extensions and reexaminations with respect thereto, and any other applications and patents sharing a claim of priority therewith and all inventions disclosed therein (hereafter collectively referred to as "Patents").

**WHEREAS**, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in, to and under such Patents.

**NOW, THEREFORE**, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all of Assignors' right, title and interest throughout the world in, to and under the Patents, together with (i) the right to claim priority based on the filing dates of any of the Patents in accordance with international treaties and conventions, (ii) any and all rights corresponding to said Patents, (iii) the right to all income, royalties, damages and payments now or hereafter due or payable with respect to the Patents and (iv) the right to prosecute, maintain and defend the Patents before any public or private agency, office or registrar and (v) all of Assignors' rights to sue for past, present or future infringement of said Patents together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Assignee's own use and enjoyment, subject only to any reservation of rights as set forth in that certain Asset Purchase and Consulting Agreement between Assignor and Assignee, dated June 14, 2012; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this Patent Assignment not been made. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignors agree to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Patent Assignment. Assignors hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignors' right, title and interest in, to and under the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

**IN WITNESS WHEREOF**, Assignor has caused their respective duly authorized officer to execute this Patent Assignment effective as of the date noted below.

ASSIGNOR: ORTHOSIZE LLC

Date: 9/11/12

Paul Beck  
Name/Title

State of Georgia )  
County of Fulton ) ss.

Paul Beck

On this 11<sup>th</sup> day of September, 2012, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

(seal)

Steven Hairston  
Notary Public,  
Cobb County, State of Georgia

My Commission Expires: June 24, 2016



**Schedule A**

<b>Title</b>	<b>Country/Region</b>	<b>Filing Date</b>	<b>Application Serial No.</b>	<b>Publication No.</b>
Method and Device for Digital Image Templating	United States	07/08/2010	12/832,724	US 2012/0008848
Digital Image Templating	United States	01/31/2011	13/018,021	US 2012/0194505
Method and Device for Digital Image Templating	EPO	07/5/2011	11172626.1	EP 2405336
Method and Device for Digital Image Templating	Canada	06/27/2011	2744669	CA 2744669

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