

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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>Austen Davenport</td> <td>10/23/2012</td> </tr> <tr> <td>Tyler D. Witt</td> <td>10/23/2012</td> </tr> </tbody> </table>		Name	Execution Date	Austen Davenport	10/23/2012	Tyler D. Witt	10/23/2012
Name	Execution Date						
Austen Davenport	10/23/2012						
Tyler D. Witt	10/23/2012						
RECEIVING PARTY DATA							
Name:	Biomet Manufacturing Corporation						
Street Address:	56 E. Bell Dr.						
City:	Warsaw						
State/Country:	INDIANA						
Postal Code:	46582						
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>13658620</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13658620		
Property Type	Number						
Application Number:	13658620						
CORRESPONDENCE DATA							
Fax Number:	2486410270						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	248-641-1600						
Email:	troydocketing@hdp.com, kijohnson@hdp.com						
Correspondent Name:	Harness Dickey & Pierce, P.L.C.						
Address Line 1:	P.O. Box 828						
Address Line 4:	Bloomfield Hills, MICHIGAN 48303						
ATTORNEY DOCKET NUMBER:	5490-000963/US						
NAME OF SUBMITTER:	Michael L. Taylor						
Signature:	/Michael L. Taylor/						
Date:	06/19/2013						

CH \$40.00 13658620

Total Attachments: 5

source=5490-963_ASSIGNMENT_13-658620#page1.tif

source=5490-963_ASSIGNMENT_13-658620#page2.tif

source=5490-963_ASSIGNMENT_13-658620#page3.tif

source=5490-963_ASSIGNMENT_13-658620#page4.tif

source=5490-963_ASSIGNMENT_13-658620#page5.tif

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT is made by **Austen Davenport**, residing at 181 North Lexington Drive, Columbia City, IN 46725; and **Tyler D. Witt**, residing at 4379 Basswood Drive, Warsaw, IN 46582 (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **METHOD AND APPARATUS FOR IMPLANTING A PROSTHESIS**, set forth in a Patent application for Letters Patent of the United States having U.S. Patent Application No. _____; and

WHEREAS, **Biomet Manufacturing Corporation**, 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, 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.

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.

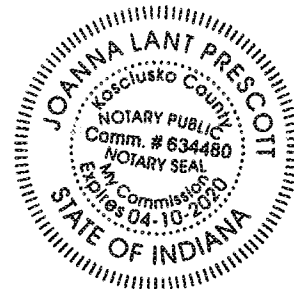
Austen Davenport
AUSTEN DAVENPORT

Date: 10-23-12

United States of America)
State of Indiana) ss.:
County of Kosciusko

On this 23rd day of October, 2012, before me personally came Austen Davenport, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]
Notary Public






TYLER D. WITT

Date: 10.23.12

United States of America)
State of Indiana) ss.:
County of Kosciusko)

On this 23rd day of October, 2012, before me personally came Tyler D. Witt, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public

17137295.1

