

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2687537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT METZGER	01/09/2014
RECEIVING PARTY DATA	
Name:	BIOMET MANUFACTURING, LLC
Street Address:	56 E. BELL DR.
City:	WARSAW
State/Country:	INDIANA
Postal Code:	46582
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14047361
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	HARNESS DICKEY & PIERCE (BIOMET)
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Address Line 2:	SUITE 200
Address Line 4:	TROY, MICHIGAN 48098
ATTORNEY DOCKET NUMBER:	5490-000306/US/DVH
NAME OF SUBMITTER:	BRENT G. SEITZ
Signature:	/Brent G. Seitz/
Date:	01/17/2014

Total Attachments: 4

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**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT** is made by Robert Metzger, residing at 6847 County Road 3, Wakarusa, Indiana 46573 (hereinafter referred to as Assignor);

**WHEREAS**, Assignors have invented certain new and useful improvements in INSTRUMENTATION FOR KNEE RESECTION, 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, LLC, 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:

HARNES, 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.

R Metzger  
ROBERT METZGER

Date: 1/9/14

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

On this 9th day of January, 2014, before me personally came ROBERT METZGER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]  
Notary Public

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