

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2916955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT METZGER	06/29/2011
TROY W. HERSHBERGER	06/29/2011
RECEIVING PARTY DATA	
Name:	BIOMET MANUFACTURING CORPORATION
Street Address:	56 E. BELL DRIVE
City:	WARSAW
State/Country:	INDIANA
Postal Code:	46582
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14316993
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	248-641-1600
Email:	pneal@hdp.com
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:	5490-000913-US-DVA
NAME OF SUBMITTER:	RICHARD W. WARNER
SIGNATURE:	/Richard W. Warner/
DATE SIGNED:	06/27/2014
Total Attachments: 5	
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source=913dva-Assignment (inventors to Biomet Manufacturing Corporation)#page5.tif	

PATENT

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT is made by Robert Metzger, residing at 66847 County Road 3, Wakarusa, Indiana 46573 and Troy W. Hershberger, residing at 2655 E. Liberty Drive, Winona Lake, IN 46590, hereinafter referred to as Assignors, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in Patient-Specific Bone-Cutting Guidance Instruments And Methods, 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, 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.

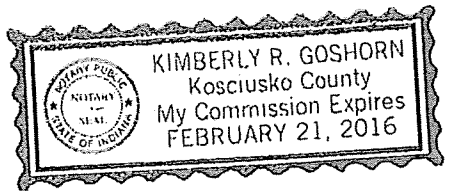
Robert Metzger
ROBERT METZGER

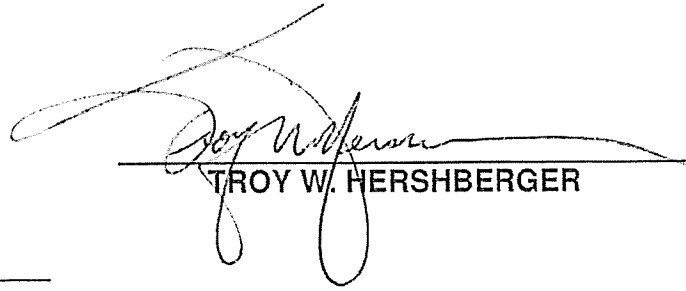
Date: June 29, 2011

United States of America)
State of INDIANA) ss.:
County of KOSCIUSKO)

On this 29 day of June, 2011, 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.

Kimberly R. Goshorn
Notary Public

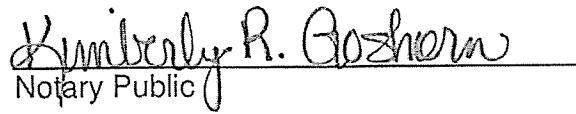



TROY W. HERSHBERGER

Date: 6/29/11

United States of America)
State of INDIANA) ss.:
County of KOSCIUSKO)

On this 29 day of June, 2011, before me personally came Troy W. Hershberger, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

