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09-10-1999



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SEP 7

Attorney Docket
No.: 08056-090US
(E 1984)

9.7.99

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hans Grunde
Wolfram Thomas

2. Name and address of receiving party(ies):

ESKA Implants GmbH & Co.
Grapengiesserstrasse 34,
D-23556 Lübeck
GERMANY

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: July 5, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 09/336,023

B. Patent No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence document should be mailed:

WILLIAM W. SCHWARZE
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square - 2005 Market Street - Suite 2200
Philadelphia, PA 19103
Telephone: (215) 965-1200
Direct Dial: (215) 965-1270
Facsimile: (215) 965-1210
E-Mail: WSCHWARZE@AKINGUMP.COM

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-1017 (Billing No. 208056.0090)

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9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

WILLIAM W. SCHWARZE
Name of Person Signing

William W. Schwarze
Signature

September 2, 1999
Date

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Total number of pages including cover sheet, attachments and document: [3]

FC-581 40.00 CH

JOINT

ASSIGNMENT

WHEREAS, we, **Hans Grundei and Wolfram Thomas**, respectively citizens of Germany, with respective post office addresses of Hamburger Strasse 89, D-23558 Lübeck, Germany and Via Teheran, 15, I-00135 Roma Italy, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

**PROPHYLACTIC IMPLANT AGAINST FRACTURES OF
OSTEOPOROSIS-AFFECTED BONE SEGMENTS**

for which we have executed a United States patent application, Application No. 09/336,023,
filed June 18, 1999, and

ASSIGNORS authorize **ASSIGNEE** or **ASSIGNEE's** representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

WHEREAS, **ESKA Implants GmbH & Co.**, a German corporation having a place of business at Grapengiesserstrasse 34, D-23556 Lübeck, Germany, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned **ASSIGNORS**, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named **ASSIGNEE**, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

July 5, 1999

(Date)

July 5, 1999

(Date)



Hans Grundei

(Seal)



Wolfram Thomas

(Seal)