

10-11-2001

Express Mail No. EL 501 641 874 US

10-1-01



2 SHEET

Y

Attorney Docket Number
8932-380

101871113

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Box Assignment
Washington, DC 20231

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Harry T. Hall, IV, Jeffrey M. Tessier and Josef
Peter KaufmanAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: September 27, September 26 &
September 26 respectively

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

Name: SYNTHES (USA)Address: 1690 Russell Road, Paoli, PA 19301

Country (if other than USA): _____

Name: SYNTHES AG CHURAddress: Grabenstrasse 15, CH-7002 ChurCountry (if other than USA): Switzerland4. Application number(s) or patent number(s): 09/968562If this document is being filed together with a new application, the execution date of the application is:
September 27, September 26 & September 26 respectively

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom
correspondence concerning document should be
mailed:PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 100366. Number of applications
and patents involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00
Please charge to the deposit account listed in
Section 8.8. Deposit account number:
16-1150

DO NOT USE THIS SPACE

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.*Brian M. Poissant 26,462
Name of Person Signing Reg. No.

Signature

THOMAS P. SULLIVAN REG. NO. 45,086
BRIAN M. POISSANT

Date

October 1, 2001

10/10/2001 6TON11 00000084 161150 09968562

Total number of pages including cover sheet:

7

01 FC:581 40.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231PATENT NY2 - 1242905.1
REEL: 012228 FRAME: 0239

JOINT

ASSIGNMENT

WHEREAS, WE, **Harry T. HALL, IV** and **Jeffrey M. TESSIER**, ASSIGNORS, both citizens of the UNITED STATES, residing at 648 Pancoast Lane, Downingtown, PA 19335; and 19455 Kings Deer Lane, Monument, CO 80132; respectively; and **Josef Peter KAUFMANN**, ASSIGNOR, citizen of SWITZERLAND, residing at 19360 Top Of The Moore East, Monument, CO 80132, are the inventors of the invention in **DEVICE FOR ROTATIONAL STABILIZATION OF BONE SEGMENTS**, for which an application for a Patent of the United States is to be filed

- ☑ which is executed concurrently herewith; and
- ☑ which is identified by Pennie & Edmonds LLP docket no. 8932-380.

AND WHEREAS, **SYNTHES AG CHUR**, ASSIGNEE, having a registered office and place of business at Grabenstrasse 15, CH-7002 Chur, Switzerland, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application in all geographic locations except the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda, (hereinafter "the excluded geographic locations")

AND WHEREAS, **SYNTHES (USA)**, ASSIGNEE, a General Partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, PA 19301, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application in the excluded geographic locations:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over:

(1) unto the said **SYNTHES (USA)**, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention in the excluded geographic locations, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection in the excluded geographic locations, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country in the excluded geographic locations, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection in the excluded geographic locations, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country in the excluded geographic locations and all extensions, renewals and reissues thereof; and

(2) unto the said **SYNTHES AG CHUR**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention in all geographic locations except the excluded geographic locations; and all applications for industrial property protection in all geographic locations except the excluded geographic locations, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States in all geographic locations except the excluded geographic locations, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection in all geographic locations except the excluded geographic locations, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

NV2 - 1228761.1

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the respective ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEES, their successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEES, their successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date _____, 2001 _____ L.S.
Harry T. HALL, IV

State of _____)
County of _____) SS.:

In the State of _____, county of _____, on _____, before me, _____, Notary Public, personally appeared Harry T. HALL, IV, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Date September 26, 2001 Jeffrey M. TESSIER L.S.

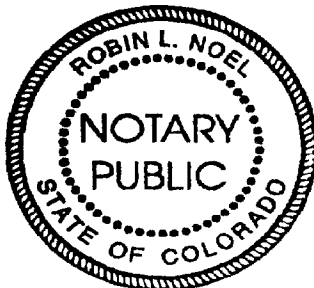
State of Colo)
County of El Paso) SS.:

In the State of Colorado, county of El Paso, on 9-26-01, before me, Robin L. Noel, Notary Public, personally appeared Jeffrey M. TESSIER, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Robin L. Noel

My COMMISSION EXPIRES
07/24/2004



NY2 - 1238761.1

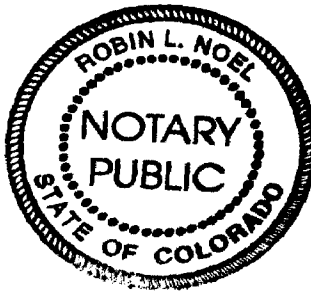
Date September 26, 2001 Josef Peter KAUFMANN S.
State of Colo. rem 9-26-01
County of El Paso) SS.:
County of El Paso)

In the State of Colorado, county of El Paso, on
9-26-01, before me, Robin L. Noel, Notary Public, personally appeared Josef Peter
KAUFMANN, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Robin L. Noel

MY COMMISSION EXPIRES
07/24/2004



NV1 - 1238761.1

JOINT

ASSIGNMENT

WHEREAS, WE, Harry T. HALL, IV and Jeffrey M. TESSIER, ASSIGNORS, both citizens of the UNITED STATES, residing at 648 Pancoast Lane, Downingtown, PA 19335; and 19455 Kings Deer Lane, Monument, CO 80132; respectively; and Josef Peter KAUFMANN, ASSIGNOR, citizen of SWITZERLAND, residing at 19360 Top Of The Moore East, Monument, CO 80132, are the inventors of the invention in **DEVICE FOR ROTATIONAL STABILIZATION OF BONE SEGMENTS**, for which an application for a Patent of the United States is to be filed

- ☒ which is executed concurrently herewith; and
- ☒ which is identified by Pennic & Edmonds LLP docket no. 8932-380.

AND WHEREAS, **SYNTHES AG CHUR**, ASSIGNEE, having a registered office and place of business at Grabenstrasse 15, CH-7002 Chur, Switzerland, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application in all geographic locations except the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda, (hereinafter "the excluded geographic locations")

AND WHEREAS, **SYNTHES (USA)**, ASSIGNEE, a General Partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, PA 19301, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application in the excluded geographic locations:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over:

(1) unto the said **SYNTHES (USA)**, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention in the excluded geographic locations, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection in the excluded geographic locations, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country in the excluded geographic locations, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection in the excluded geographic locations, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country in the excluded geographic locations and all extensions, renewals and reissues thereof; and

(2) unto the said **SYNTHES AG CHUR**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention in all geographic locations except the excluded geographic locations; and all applications for industrial property protection in all geographic locations except the excluded geographic locations, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States in all geographic locations except the excluded geographic locations, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection in all geographic locations except the excluded geographic locations, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

NY2 - 1238761 1

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the respective ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEES, their successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEES, their successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

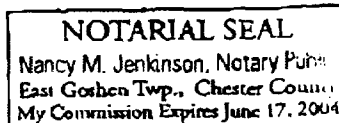
Date X 9/27/01, 2001 X [Signature] L.S.
Harry T. HALL, IV

State of Pennsylvania)
County of Chester) SS.:

In the State of Pennsylvania, county of Chester, on 9/27/01, before me, Nancy M. Jenkinson, Notary Public, personally appeared Harry T. HALL, IV, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]



Date _____, 2001 _____ L.S.
Jeffrey M. TESSIER

State of _____)
County of _____) SS.:

In the State of _____, county of _____, on _____, before me, _____, Notary Public, personally appeared Jeffrey M. TESSIER, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

NY2 - 1238761.1

Date _____, 2001 _____ L.S.
Josef Peter KAUFMANN

State of _____)
) SS.:
County of _____)

In the State of _____, county of _____, on
_____ before me, _____, Notary Public, personally appeared Josef Peter
KAUFMANN, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

NY2 - 1238761.1

SEP 29 2001 16:22

RECORDED: 10/01/2001

PATENT
610 251 2851 PAGE 06
REEL: 012228 FRAME: 0245